



5555 College Road

10 AFFORDABLE RATE UNITS

RECEIVED

NOV 08 2024



BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATION

(YEAR 12: JULY 1, 2024 – JUNE 30, 2025) – AFFORDABLE RATE

CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT

Address: 1300 White Street • Key West, Florida 33040

Phone: 305-809-3764

Website: <https://www.cityofkeywest-fl.gov/336/Building-Permit-Allocation-System-BPAS>

Application Fee Schedule

x Small project – (1-4 units)	\$ 578.81
Mid-size project – (5-10 units)	\$ 868.22
Large projects – (greater than or equal to 11 Units)	\$ 1,157.63

A. APPLICANT / AGENT (if applicable): The property owner must submit a **notarized** authorization form authorizing the applicant/agent to act on their behalf (Exhibit A).

Name: Smith Hawks, PL

Mailing Address: 138 Simonton St.

City: Key West State: FL Zip: 33040

Home/Mobile Phone: 305-296-7227

Email: aj@smithhawks.com / bart@smithhawks.com

PROPERTY OWNER:

Name: Stockrock KW LLC

Mailing Address: 5555 College Road

City: Key West State: FL Zip: 33040

Home/Mobile Phone: 305-296-7227

Email: leslie@pelagicpropertymanagement.com

PROPERTY DESCRIPTION AND ZONING INFORMATION:

Site Address: 5555 College Road

Parcel ID RE#: 00072083-000300 Alternate Key: 9104100

Zoning District: General Commercial Parcel Size: 4.2 acres upland

Permitted Density: 16/acre market rate; 40/acre affordable Commercial Floor Area: _____

B. EXISTING DEVELOPMENT:

Please provide a brief description of how the property is currently used:

See cover letter

EXISTING AND PROPOSED DWELLING UNIT INFORMATION

Dwelling Unit Description	NUMBER OF DWELLING UNITS:		
	EXISTING	LICENSED RECOGNIZED	PROPOSED
Market-Rate Residential Dwelling Unit(s)*	23	23	33
Affordable Residential Dwelling Unit(s)	43	43	46
Transient Unit(s)	0	0	N/A
Accessory Dwelling Unit(s)			
Single Room Occupancy Unit(s)			
Nursing Home Unit(s)			
Total Number of Units Requested			

**Pursuant to Ordinance 23-03 and 23-04, 75% of units allocated following Year 10 shall be deed-restricted affordable, including any units recovered by the City due to failure to obtain building permits within two years of a BPAS award or otherwise voluntarily released to the City. Deed-restricted affordable allocations shall not have a maximum annual allocation limit.*

- Standalone Affordable Housing projects are subject to Section 122-1467(c), (d), (e), and (f) of the Workforce Housing Ordinance. Applicant Eligibility Requirements are subject to Section 122-1469 (1) through (15) of the Workforce Housing Ordinance. Affordable housing projects enabled by federal tax credit housing are not subject to 122-1467(c).
- Accessory dwelling units in the SF zoning district are subject to Sections 122-231 through 122-238 of the Land Development Regulations.

C. PROPOSED DEVELOPMENT:

Please indicate the scope of the proposed development as it relates to the BPAS (Section 108-997 (B)):

☒

Major construction/renovation – meaning new development, additions to existing structures, or redevelopment constituting more than 50% of the value of the existing building.



Minor renovation- meaning redevelopment constituting less than 50% of the value of the existing building.

Is this property located within a Historic Zoning District?

Yes	No ✓
-----	------

Are buildings on the property listed as contributing historic structures?

Yes	No ✓
-----	------

Is the proposal for mixed residential and commercial use?

Yes ✓	No
-------	----

Are density bonuses proposed?

Yes	No ✓
-----	------

Advanced affordable allocation request?

Yes	No ✓
-----	------

Will the allocation require a development review? Yes No

If yes, please specify what type of development review will be required: _____

Variance(s)	
Lawful Unit Determination	
Minor Development Plan	
Major Development Plan	
Beneficial Use	
Transient Transfer	
Conditional Use	
HARC	
Tree Commission	
Other	

D. APPLICANTS MUST ATTACH ALL DOCUMENTATION REQUESTED BELOW:

1. **Description of Proposed Development and Use.** Please be specific; describe and list existing and proposed buildings and uses, accessory structures and uses, type and number of dwelling units, parking, etc. If there is more than one use, describe in detail the nature of each use (Please reference Sections 108-226 through 108-232). For properties proposing to utilize density bonuses for compact infill development projects, please include a description of how the project meets the criteria established in Code Section 108-998 and an analysis of how many density bonus units are requested.
2. **Solution Statement.**
 - a. Describe aspects of the design that address community issues including but not limited to water pollution from stormwater runoff, potable water conservation, waste disposal, recycling, energy conservation, historic and archeological resource protection, affordable housing, and impacts on neighbors such as lighting, noise, traffic, and parking.
 - b. Describe how you intend to meet the Prerequisites (A or B described below) for a Major or Minor construction/renovation project (City Code Section 108-997 (B)):
(A)Major Construction/Renovation Prerequisites. The minimum standards for new development, including additions to existing structures or redevelopment constituting more than 50% of the value of the building, required in order to be eligible to receive an allocation award from the BPAS system are as follows:
 - a. All new units shall be constructed in compliance with and obtain a **Baseline Green Building Certification.**
 - b. All new buildings shall be constructed to have the **first habitable floor 1.5 feet above the required base flood elevation**, except for properties located within the historic zoning districts, where the applicant must first demonstrate that such elevation does not interfere with the essential form and integrity of properties in the neighborhood by obtaining a certificate of appropriateness.
 - c. All new buildings shall be constructed with a **rainwater catchment system** that will hold a minimum of 300 gallons of water or an amount equivalent to 100% of the new roof area in gallons, whichever is greater.
* (See page 4 of the application.)
 - (B)Minor Renovation Prerequisites.** For development constituting less than 50% of the value of the existing building, the applicant must demonstrate water and energy use 15% below the Florida Building Code using recognized energy and water rating standards by providing a copy of the Required Energy and Water Baseline Report consisting of 12 months of energy and water use. For Commercial buildings (including multifamily), building data must be input into EPE Portfolio Manager (<https://www.energystar.gov/istar/pmpam/>), and access to building data given to the City of Key West. For residential, either Energy Gauge or RESNET may be used to establish a baseline.
Please provide a description of 15% of both water and energy use will be reduced on the property.
3. Copy of current, recorded warranty deed. Quit claim deeds will not be accepted.
4. Up-to-date signed and sealed survey (Section 108-240).
5. Flood Elevation Certificates (New Construction) (Section 34-127).

6. Copy of City licensing records for existing units.
7. Signed and Notarized Verification and Authorization Forms (*Exhibit A*).
8. Existing and Proposed Site Plan and Floor Plan (Section 108-237) shall include a completed Site Data Table (*Exhibit B*).
9. Completed BPAS Estimated Score Sheet and Estimated total Points to be achieved (*Exhibit C*).
10. Signed and Notarized BPAS Certification Form (*Exhibit D*).
11. Copy of LEED or FGBC Score Sheet (*Exhibit E*) or a copy of the required energy and water baseline report as described in Attachment 2. Solution Statement (b.) B above.

*An applicant may request to be exempted from the rainwater catchment requirement if:

- (i) The applicant is voluntarily providing affordable housing at the median or low-income classification, which exceeds the requirements of section 122-1467 by at least twenty percent.
- (ii) The applicant seeks to create an accessory unit(s), but the impervious surface and/or building coverage ratio maximums for the parcel have been met or exceeded, and the applicant contributes a fee of \$2 per required gallon in mitigation to the City's stormwater fund.



Declaration of Affordable Housing

Doc# 2116958 03/31/2017 4:16PM
Filed & Recorded in Official Records of
MONROE COUNTY KEVIN MADOK

Prepared by and Return to:
George B. Wallace, Esq.
P.O. Box 1409
Key West, FL 33041-1409
(305) 809-3770

Doc# 2116958
Bk# 2346 Pg# 2336

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

This Declaration of Affordable Housing Restrictions (hereinafter "Declaration") is made and entered into this 31st day of March, 2017, by STOCK ISLAND APARTMENTS, LLC, a Delaware limited liability company (hereinafter "Declarant").

This Declaration applies to thirty-seven (37) of the units which are or may be located on the real property located at 5555 College Road, in Key West, Florida, which is more fully described in the Legal Description attached hereto and incorporated herein as Exhibit A (hereinafter "Property").

WHEREAS, the Property is subject to regulation pursuant to Sections 122-1465 through 122-1500 of the Code of Ordinances of the City of Key West, Florida, (2014) ("Work Force Housing Ordinance"), which ordinance establishes affordable housing categories to facilitate the development of housing designed to meet the needs of people employed by the local economy, establishes eligibility requirements for occupants of work force housing, restricts the sales or lease price of the Property, and requires that the Property be sold or leased at a price substantially less than fair market value to a purchaser or tenant within a specific income range; and

WHEREAS, Declarant as well as subsequent purchasers and tenants will benefit from the limitations and regulations placed on the Property by operation of this Declaration; and

WHEREAS, the intent of the City of Key West (hereinafter "City") in imposing reasonable regulations on the Property is to establish and maintain the affordability of the Property for persons with incomes within a specified range; and

WHEREAS, the intent of Declarant is to preserve through this Declaration the affordability of the Property and to assign to the City the right to enforce compliance with this Declaration as an intended beneficiary of this Declaration

NOW, THEREFORE, the Declarant agrees that the Property shall be held, conveyed, or leased subject to the following affordable housing restrictions,

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NOW, THEREFORE, the Declarant agrees that the Property shall be held, conveyed, or leased subject to the following affordable housing restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

I. DEFINITIONS

A. "Declarant" shall mean the owner of the Property and any subsequent purchaser, devisee, transferee, grantee or holder of title of the Property or any portion of the Property.

B. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred and Declarant retains title.

C. "Transferee" shall mean an individual, or individuals, who receive a Transfer of the Property from the Declarant.

D. "Income" shall mean gross income.

All other terms shall have the same meaning given to them in the City's Work Force Housing Ordinance.

II. TERM AND ENFORCEABILITY

A. This Declaration shall run with the Property and bind the Declarant, his or her heirs, legal representatives, executors, successors in interest and assigns, for a period of fifty (50) years from the effective date of this Declaration. At any time during the final year of the restriction, the City, at its sole discretion, may act by Resolution to renew this Declaration for an additional 50-year term

B. The Property is held and hereafter shall be held, conveyed, encumbered, used, rented, leased and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

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Bk# 2846 Pg# 2338

C. Any transferee, mortgagee or purchaser of the Property, or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from Declarant or from any subsequent purchaser of the Property, or by the signing of a contract or agreement to purchase the same, shall, by the acceptance of such deed or mortgage, or by the signing of such contract or agreement, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein. Any written instrument attempting or purporting to sell, convey, grant, transfer, exchange, assign or mortgage any legal or equitable rights or interests to the Property shall be deemed null and void, where such instrument purports or evidences an attempt to sell, convey, grant, transfer, exchange or assign any right or interest to the Property where such instrument is inconsistent with or contrary to the conditions or covenants contained herein. Any deed or instrument of conveyance executed by or on behalf of Declarant or any subsequent grantee, devisee, heir, assignee or other transferee shall expressly set forth verbatim this and the foregoing reservations, restrictions and covenants or, in lieu thereof, incorporate them by specific reference to this Declaration by Book and Page number(s) where recorded in the Public Records of Monroe County, Florida.

D. In order to preserve through this Declaration the affordability of the Property for persons with incomes within a specified range, the Declarant hereby grants and assigns to the City the right to monitor and enforce compliance with this Declaration. Declarant otherwise reserves the rights necessary to implement the provisions of this Declaration.

III. IDENTIFICATION OF THE UNITS AFFECTED

A. Within 30 days of the date of execution of this Declaration, the Declarant shall identify and specify the 37 units which shall be subject to this Declaration. Further, the Declarant shall specify which affordable housing classification (low, median, moderate, or middle) each unit shall be operated under. The Declarant shall identify the affected units and classification pursuant to an amendment to this Declaration made by the Declarant alone, executed with the formalities of a deed, and recorded in the Public Records of Monroe County, Florida.

B. Pursuant to Section 122-1467(c) of the Work Force Housing Ordinance, the total rental for all the affected units shall be based on each unit being affordable housing (moderate income). The rental may be mixed among affordable housing (low income), (median income), (moderate income) and (middle income) in order that the total value of rental does not exceed ten percent of the rental of all the affected units as affordable housing (moderate income).

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IV. OCCUPANCY, SALE, LEASING AND USE OF THE PROPERTY

The subject property shall be operated, managed and otherwise administered as affordable work force housing and such other uses incidental to residential use as may be permitted by local zoning and land use regulations.

1. Occupancy shall be restricted to households or persons who derive at least 70 percent of its or his/her total income from gainful employment in Monroe County.

2. At the time an affordable housing (low income) unit is sold or leased, the total income of the eligible household or persons shall not exceed 80 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 120 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 80 percent of the monthly median household income of Monroe County (adjusted for family size). For an owner-occupied dwelling unit, affordable housing (low income) shall mean a dwelling unit whose sales price shall not exceed two and one-half times the annual median household income Monroe County, Fl. (adjusted for family size as provide in Section 122-1472 of the Code of Ordinances of the City of Key West as amended from time to time).

3. At the time an affordable housing (median income) unit is sold or leased, the total income of the eligible household or persons shall not exceed 100 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 140 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 100 percent of the monthly median household income of Monroe County (adjusted for family size). For an owner-occupied dwelling unit, affordable housing (median income) shall mean a dwelling unit whose sales price shall not exceed three and one-half times the annual median household income Monroe County, Fl. (adjusted for family size as provided in Section 122-1472 of the Code of Ordinances of the City of Key West as amended from time to time)

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4. At the time an affordable housing (middle income) unit is sold or leased, the total income of the eligible household or persons shall not exceed 140 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 180 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 140 percent of the monthly median household income of Monroe County (adjusted for family size). For an owner-occupied dwelling unit, (middle income) shall mean a dwelling unit whose sales price shall not exceed six and one-half times the annual median household income for Monroe County, Fl. (adjusted for family size as provided in Section 122-1472 of the Code of Ordinances of the City of Key West as amended from time to time.)

5. At the time an affordable housing (moderate income) unit is sold or leased, the total income of the eligible household or persons shall not exceed 120 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 160 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 120 percent of the monthly median household income of Monroe County (adjusted for family size). For an owner-occupied dwelling unit, affordable housing (moderate income) shall mean a dwelling unit whose sales price shall not exceed five times the annual median household income Monroe County, Fl. (adjusted for family size as provided in Section 122-1472 of the City of Key West Code of Ordinances as amended from time to time.)

6. Eligibility is based on proof of legal residence in Monroe County for at least one consecutive year.

7. Priority shall be given to families of four or more members for larger sized affordable work force housing units.

8. The income of eligible households shall be determined by counting only the first and highest paid 40 hours of employment per week of each unrelated adult. For a household containing adults related by marriage or a domestic partnership registered with the City, only the highest 60 hours of combined employment shall be counted.

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The income of dependents regardless of age shall not be counted in calculating a household's income.

9. In the event that a tenant's income shall exceed the maximum allowable income under this section and such shall occur for the first time during the last three months of a tenancy, then the landlord and tenant may extend a lease for a period of one year at the affordable rate.

10. The planning board may review a household's income and unique circumstances to determine eligibility and conformance with the intent of this ordinance to assure that people in need are not excluded and people without need are not included.

11. (a) *New market-rate multifamily residential housing.* At least ten percent of all new multifamily residential units constructed each year shall be low income affordable housing of at least 400 square feet each, as defined herein and 20 percent shall be affordable housing (median income) housing of at least 400 square feet each, as defined herein. Residential or mixed use projects of less than ten residential or mixed use units shall be required to develop at least 30 percent of units of at least 400 square feet each as affordable (median income), but may contribute a fee in lieu for each unit to the affordable work force housing trust fund, if approved by the city commission. The per unit fee shall be \$200,000.00 (representing construction cost, less land cost, of a 400 square foot unit). The 30 percent affordability requirement shall be determined on a project by project basis and not on a city-wide basis. Vested units shall be subject to this subsection if not otherwise governed by law or agreement. For every required affordable housing (median income) unit, a developer may increase the sales or rental rates to affordable housing (middle income) so long as another unit's sales or rental rate is decreased to affordable housing (low income).

(b) Seven (7) of the new affordable units shall comply with Section 122-1467 (a), and the remaining Thirty (30) affordable units shall comply with Section 122-1467 (c).

V. DEFAULTS AND REMEDIES: ASSIGNMENT OF RENTS

A. Upon any violation of the provisions of this Declaration the City may declare a default under this Declaration by delivering written notice thereof to the Declarant. After providing written notice of default, the City may apply to a court

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of competent jurisdiction for specific performance of the Declaration, for an injunction prohibiting a proposed sale or transfer or lease in violation of this Declaration, for a declaration that a prohibited transfer or lease is void, or for any such other relief as may be appropriate.

B. Assignment of rents: Declarant hereby assigns to City the right to receive the rents due or collected from any units identified to be subject to this Declaration during the entire period those units are occupied in violation of any of the terms of this Declaration.

C. The remedies stated herein shall not be exclusive, but shall be cumulative to all other remedies and rights the parties may lawfully exercise.

VI. REQUIREMENTS FOR WRITTEN REPORTS FROM DECLARANT

Declarant shall provide a written report to the City each year on January 1, or on such other date as specified by the City in writing, which includes a statement that Declarant has complied with all provisions of this Declaration, or includes Declarant's explanation of any violation of any provision of this Declaration. The report shall be submitted within thirty (30) days of the specified date to the City, or to such other person or address designated by the City. Failure to provide a report in a timely manner, or any misrepresentations on the report, shall constitute a default under this Declaration.

VII. GENERAL PROVISIONS

A. The City may assign its rights and delegate its duties hereunder in writing without the consent of Declarant. Upon such assignment the City shall notify the Declarant.

B. If any action is brought to enforce the terms of this Declaration, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. If any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Declaration, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. The terms of this Declaration shall be interpreted under the laws of the State of Florida and venue shall lie in Monroe County, Florida.

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E. All notices required herein shall be sent by certified mail, return receipt requested, to the Declarant at the address of the Property and to the City or its designee at P.O. Box 1409, Key West, FL, 33041, or such other address that the City may subsequently provide in writing to the Declarant.

VIII. CONVERSION TO CONDOMINIUM FORM OF OWNERSHIP

In the event the Declarant or any subsequent owner or transferee proposes to convert ownership of the Property to condominium or a similar form of ownership, prior to the conversion, Declarant expressly agrees herein to execute an amended Declaration restricting the use, ownership, resale price, and occupancy of the affected thirty-seven (37) units located on the Property in accordance with the provisions of the Work Force Housing Ordinance.

IX. MORTGAGE SUBORDINATION

Upon demand by the City, any mortgagee who accepts any or all of the property as collateral or security for any purpose or loan shall execute and deliver, in recordable form, its subordination agreement subordinating its mortgage to the terms and conditions of this Declaration.

[Signatures on next page]

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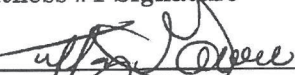
IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date written below.


Signed, sealed and delivered in the presence of:

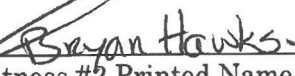
STOCK ISLAND APARTMENTS,
LLC, a Delaware limited liability
company

By: 
Robert Pabian, Manager



Witness #1 Signature


Witness #1 Printed Name


Witness #2 Signature

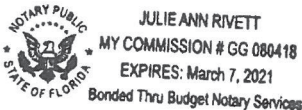

Witness #2 Printed Name

STATE OF FLORIDA:
COUNTY OF MONROE:

The foregoing instrument was acknowledged before me this 31st day of March, 2017, by, Robert Pabian, Manager of STOCK ISLAND APARTMENTS, LLC, a Delaware limited liability company, on behalf of the company, who () is personally known to me or ☒ has produced  as identification.

NOTARY SEAL:


NOTARY PUBLIC



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Bk# 2846 Pg# 2345

EXHIBIT A

Condominium Unit Nos. 1 and 4 of SUNSET PARCELS, a Condominium, according to the Declaration of Condominium thereof, recorded March 29, 2017, in Official Records Book 2846, at Page 122, of the Public Records of Monroe County, Florida, together with an undivided interest in the common elements.

**MONROE COUNTY
OFFICIAL RECORDS**

Doc# 1776532 02/04/2010 1:19PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Prepared by and Return to:
Larry R. Erskine, Esq.
P.O. Box 1409
Key West, FL 33041-1409
(305) 809-3770

Doc# 1776532
Bk# 2451 Pg# 1626

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

This Declaration of Affordable Housing Restrictions (hereinafter "Declaration") is made and entered into this 1st day of February, 2010, by Sunset Ventures of Key West, Inc. a Florida corporation (hereinafter "Declarant"), whose principal mailing address is 5555 College Road, Key West, Florida, 33040.

This Declaration applies to the 4 rental units on the top floor of the sales and service building on the real property located at 5555 College Road, in Key West, Florida (hereinafter "Rental Units"), which sales and service building is depicted on the sketch attached hereto and incorporated herein as Exhibit A and which real property is more fully described in the Legal Description attached hereto and incorporated herein as Exhibit B (hereinafter "Property").

WHEREAS, the Rental Units located on the Property are subject to regulation pursuant to Planning Board Resolution No. 2002-003 dated February 5, 2002; and

WHEREAS, Declarant as well as subsequent purchasers and tenants will benefit from the limitations and regulations placed on the Rental Units located on the Property by operation of this Declaration; and,

WHEREAS, the intent of the City of Key West (hereinafter "City") in imposing reasonable regulations on the Rental Units located on the Property is to establish and maintain the affordability of the Rental Units for persons with incomes within a specified range; and

WHEREAS, the intent of Declarant is to preserve through this Declaration the affordability of the Rental Units located on the Property and to assign to the City the right to enforce compliance with this Declaration; and

NOW, THEREFORE, the Declarant agrees that the Property shall be held and conveyed subject to the following affordable housing restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

RM:6723544:4

Doc# 1776532
Bk# 2451 Pg# 1627

I. DEFINITIONS

- A. "Declarant" shall mean the owner of the Property and any subsequent purchaser, devisee, transferee, grantee or holder of title of the Property or any portion of the Property.
- B. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred and Declarant retains title.
- C. "Transferee" shall mean an individual, or individuals, who receive a Transfer of the Property from the Declarant.

All other terms shall have the same meaning given to them in the City's Work Force Housing Ordinance.

II. TERM AND ENFORCEABILITY

A. This Declaration shall run with the Property and bind the Declarant, his or her heirs, legal representatives, executors, successors in interest and assigns, for a period of twenty-five (25) years from the effective date of Planning Board Resolution No. 2002-003 dated February 5, 2002.

B. The Rental Units located on the Property are held and hereafter shall be held, conveyed, encumbered, used, rented, leased and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

C. Any transferee or purchaser of the Property, or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from Declarant or from any subsequent purchaser of the Property, or by the signing of a contract or agreement to purchase the same, shall, by the acceptance of such deed or by the signing of such contract or agreement, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein. Any written instrument attempting or purporting to sell, convey, grant, transfer, exchange or assign any legal or equitable rights or interests to the Property shall be deemed null and void, where such instrument purports or evidences an attempt to sell, convey, grant, transfer, exchange or assign any right or interest to the Property where such instrument

RM:6723544:4

Doc# 1776532
Bk# 2451 Pg# 1628

is inconsistent with or contrary to the conditions or covenants contained herein. Any deed or instrument of conveyance executed by or on behalf of Declarant or any subsequent grantee, devisee, heir, assignee or other transferee shall expressly set forth verbatim this and the foregoing reservations, restrictions and covenants or, in lieu thereof, incorporate them by specific reference to this Declaration by Book and Page number(s) where recorded in the Public Records of Monroe County, Florida.

D. In order to preserve through this Declaration the affordability of the Rental Units for persons with incomes within a specified range, the Declarant hereby grants and assigns to the City the right to monitor and enforce compliance with this Declaration. Declarant otherwise reserves the rights necessary to implement the provisions of this Declaration.

III. OCCUPANCY, LEASING AND USE OF THE RENTAL UNITS PROPERTY

A. The Rental Units shall be operated, managed and otherwise administered as affordable work force housing and such other uses incidental to residential use as may be permitted by local zoning and land use regulations.

1. Occupancy shall be restricted to households or persons who derive at least 70 percent of its or his/her total income from gainful employment in Monroe County.
2. At the time the subject unit is leased, the total income of the eligible household or persons shall not exceed 100 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 140 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term.
3. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 100 percent of the monthly median household income of Monroe County (adjusted for family size).
4. Eligibility is based on proof of legal residence in Monroe County for at least one consecutive year.

RM:6723544:4

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5. Priority shall be given to families of four or more members for larger sized affordable work force housing units.
6. The income of eligible households shall be determined by counting only the first and highest paid 40 hours of employment per week of each unrelated adult. For a household containing adults related by marriage or a domestic partnership registered with the City, only the highest 60 hours of combined employment shall be counted. The income of dependents regardless of age shall not be counted in calculating a household's income.
7. In the event that a tenant's income shall exceed the maximum allowable income under this section and such shall occur for the first time during the last three months of a tenancy, then the landlord and tenant may extend a lease for a period of one year at the affordable rate.
8. The board of adjustment may review a household's income and unique circumstances to determine eligibility and conformance with the intent of this ordinance to assure that people in need are not excluded and people without need are not included.

IV. CONVERSION TO CONDOMINIUM FORM OF OWNERSHIP OR REDEVELOPMENT

A. In the event the Declarant or any subsequent owner or transferee proposes before the termination of this Declaration to convert ownership of the Rental Units to condominium or a similar form of ownership, prior to the conversion, an amended Declaration shall be executed restricting the use, ownership, resale price, and occupancy of the Rental Units, in accordance with the provisions contained in Sections 122-1465 through 122-1500 of the Code of Ordinances of the City of Key West, Florida, as amended from time to time.

B. In the event the Declarant or any subsequent owner or transferee proposes before the termination of this Declaration to redevelop the Property and obtains the City's approval as part of the redevelopment to relocate the affordable units to another site on the Property, an amended Declaration shall be executed as part of the development review process restricting the use, ownership, resale price, and occupancy of four residential units, in accordance with the provisions contained in Sections 122-1465 through 122-1500 of the Code of Ordinances of the City of Key West, Florida, as amended from time to time.

RM:6723544:4

Doc# 1776532
Bk# 2451 Pg# 1630

V. DEFAULTS AND REMEDIES: ASSIGNMENT OF RENTS

A. Upon any violation of the provisions of this Declaration the City may declare a default under this Declaration by delivering written notice thereof to the Declarant. After providing written notice of default, the City may apply to a court of competent jurisdiction for specific performance of the Declaration, for an injunction prohibiting a proposed sale or transfer in violation of this Declaration, for a declaration that a prohibited transfer is void, or for any such other relief as may be appropriate.

B. Assignment of rents: Declarant hereby assigns to City the right to receive the rents due or collected during the entire period the Rental Units are occupied in violation of any of the terms of this Declaration.

C. The remedies stated herein shall not be exclusive, but shall be cumulative to all other remedies and rights the parties may lawfully exercise.

VI. REQUIREMENTS FOR WRITTEN REPORTS FROM DECLARANT

Declarant shall provide a written report to the City each year on January 1, or on such other date as specified by the City in writing, which includes a statement that Declarant has complied with all provisions of this Declaration, or includes Declarant's explanation of any violation of any provision of this Declaration. The report shall be submitted within thirty (30) days of the specified date to the City, or to such other person or address designated by the City. Failure to provide a report in a timely manner, or any misrepresentations on the report, shall constitute a default under this Declaration.

VII. GENERAL PROVISIONS

A. The City may assign its rights and delegate its duties hereunder in writing without the consent of Declarant. Upon such assignment the City shall notify the Declarant.

B. If any action is brought to enforce the terms of this Declaration, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. If any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Declaration, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. The terms of this Declaration shall be interpreted under the laws of the State of Florida and venue shall lie in Monroe County, Florida.

RM:6723544:4

Doc# 1776532
Bk# 2451 Pg# 1631

E. All notices required herein shall be sent by certified mail, return receipt requested, to the Declarant at 5555 College Road, Key West, Florida, 33040 and to the City or its designee at 525 Angela Street, Key West, Florida, 33040 or such other address that the City may subsequently provide in writing to the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date written below.

**DECLARANT: SUNSET VENTURES
OF KEY WEST, INC.**

By: Marlyn G. Erickson
Marlyn G. Erickson, President

STATE OF:
COUNTY OF:

Sworn to or affirmed and subscribed before me this 1st
day of February, 2010, by Marlyn G. Erickson, who is
personally known to me or has produced
as
identification.

NOTARY SEAL:

Joanne E. Alexander
NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Joanne E. Alexander
Commission # DD562072
Expires: JULY 28, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

RM:6723544:4

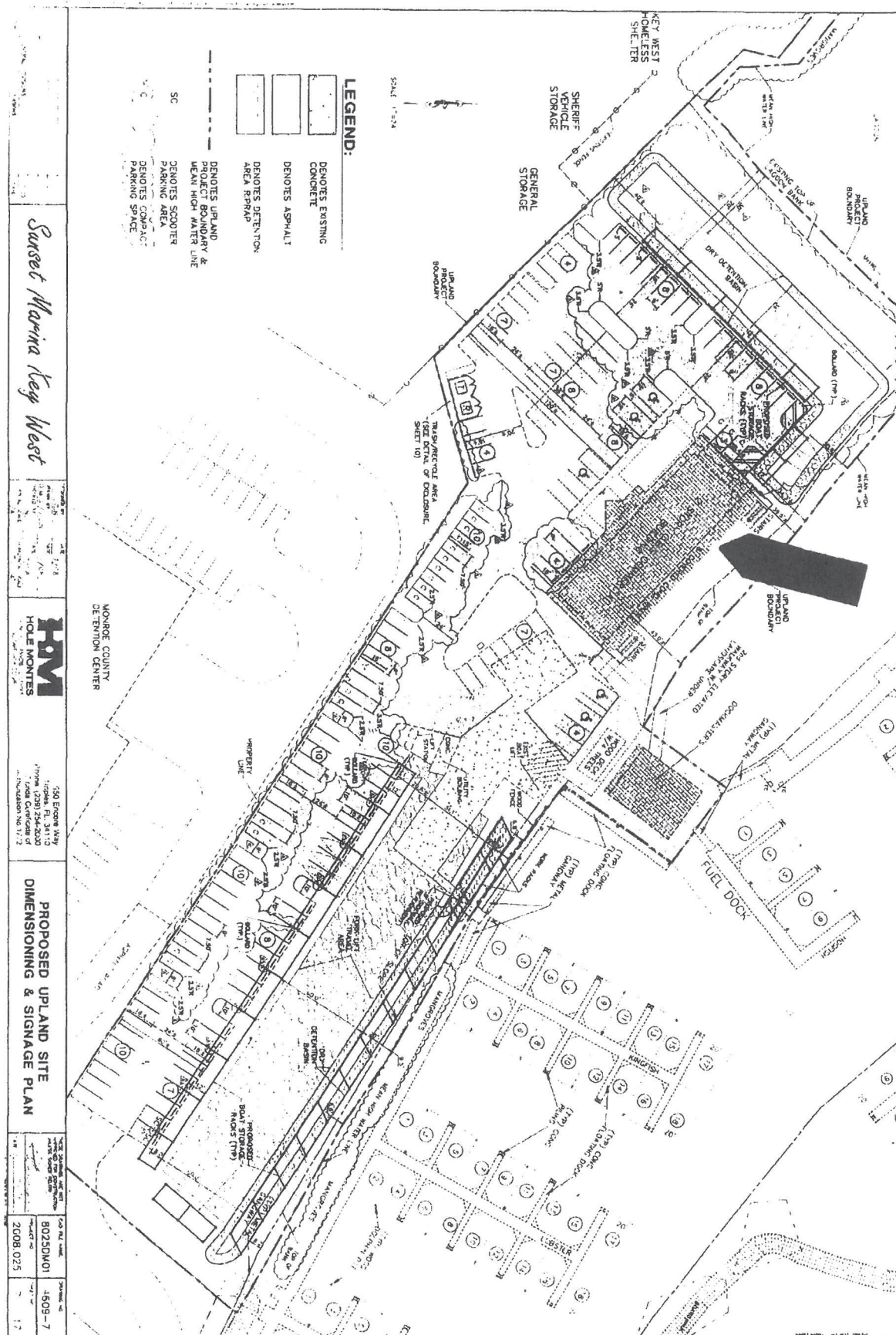


Exhibit A

Doc# 1776532
Bk# 2451 Pg# 1632

Doc# 1776532
Bk# 2451 Pg# 1633

Exhibit B

Legal Description

PARCEL A: A tract of land, a portion of which is submerged in Section 27, Township 67 South, Range 25 East, off-shore from the Northwestern shoreline of Stock Island in Monroe County, Florida, more particularly described as follows: Commence at the intersection of the centerline of U.S. Highway No. 1 and "Old Country Club Road"; thence Northwest along the centerline of said "Old Country Club Road" for a distance of 1400 feet; thence North 60° West (N60°18'45"W Calc.), 200 feet to the Point of Beginning (P.O.B.), from said P.O.B.; thence North 60° West (N60°18'45"W Calc.), 1584 feet; thence at right angles to the last named course North 30° East (N29°41'12"E Calc.), 1100 feet; thence at right angles to the last named course South 60° East (S60°18'45"E Calc.), 1584 feet; thence at right angles to the last named course South 30° West (S29°41'12"W Calc.), 1100 feet to the P.O.B. first above described. Lying and being in Section 27, Township 67 South, Range 25 East, Monroe County, Florida.

Less and Except the Following Described Property:

All of Sunset Marina Dockminium of Key West, according to the Declaration of Condominium thereof, as recorded in Official Records Book 1671, Page 1734 of the Public Records of Monroe County, Florida.

MONROE COUNTY
OFFICIAL RECORDS

Doc# 2121770 05/04/2017 4:32PM
Filed & Recorded in Official Records of
MONROE COUNTY KEVIN MADOK

Doc# 2121770
Bk# 2852 Pg# 1802

Prepared by and Return to:
George B. Wallace, Esq.
P.O. Box 1409
Key West, FL 33041-1409
(305) 809-3770

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

This Declaration of Affordable Housing Restrictions (hereinafter "Declaration") is made and entered into this 31st day of March, 2017, by SUNSET MARINA, LLC, a Florida limited liability company (hereinafter "Declarant").

This Declaration applies to two (2) of the units which are or may be located on the real property located at 5555 College Road, in Key West, Florida, which is more fully described in the Legal Description attached hereto and incorporated herein as Exhibit A (hereinafter "Property").

WHEREAS, the Property is subject to regulation pursuant to Sections 122-1465 through 122-1500 of the Code of Ordinances of the City of Key West, Florida, (2014) ("Work Force Housing Ordinance"), which ordinance establishes affordable housing categories to facilitate the development of housing designed to meet the needs of people employed by the local economy, establishes eligibility requirements for occupants of work force housing, restricts the sales or lease price of the Property, and requires that the Property be sold or leased at a price substantially less than fair market value to a purchaser or tenant within a specific income range; and

WHEREAS, Declarant as well as subsequent purchasers and tenants will benefit from the limitations and regulations placed on the Property by operation of this Declaration; and

WHEREAS, the intent of the City of Key West (hereinafter "City") in imposing reasonable regulations on the Property is to establish and maintain the affordability of the Property for persons with incomes within a specified range; and

WHEREAS, the intent of Declarant is to preserve through this Declaration the affordability of the Property and to assign to the City the right to enforce compliance with this Declaration as an intended beneficiary of this Declaration

NOW, THEREFORE, the Declarant agrees that the Property shall be held, conveyed, or leased subject to the following affordable housing restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

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Doc# 2121770
Bk# 2852 Pg# 1803

I. DEFINITIONS

A. "Declarant" shall mean the owner of the Property and any subsequent purchaser, devisee, transferee, grantee or holder of title of the Property or any portion of the Property.

B. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred and Declarant retains title.

C. "Transferee" shall mean an individual, or individuals, who receive a Transfer of the Property from the Declarant.

D. "Income" shall mean gross income.

All other terms shall have the same meaning given to them in the City's Work Force Housing Ordinance.

II. TERM AND ENFORCEABILITY

A. This Declaration shall run with the Property and bind the Declarant, his or her heirs, legal representatives, executors, successors in interest and assigns, for a period of fifty (50) years from the effective date of this Declaration. At any time during the final year of the restriction, the City, at its sole discretion, may act by Resolution to renew this Declaration for an additional 50-year term

B. The Property is held and hereafter shall be held, conveyed, encumbered, used, rented, leased and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

C. Any transferee, mortgagee or purchaser of the Property, or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from Declarant or from any subsequent purchaser of the Property, or by the signing of a contract or agreement to purchase the same, shall, by the acceptance of such deed or mortgage, or by the signing of such contract or agreement, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein. Any written instrument attempting or purporting to sell, convey, grant, transfer, exchange, assign or mortgage any legal or equitable

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rights or interests to the Property shall be deemed null and void, where such instrument purports or evidences an attempt to sell, convey, grant, transfer, exchange or assign any right or interest to the Property where such instrument is inconsistent with or contrary to the conditions or covenants contained herein. Any deed or instrument of conveyance executed by or on behalf of Declarant or any subsequent grantee, devisee, heir, assignee or other transferee shall expressly set forth verbatim this and the foregoing reservations, restrictions and covenants or, in lieu thereof, incorporate them by specific reference to this Declaration by Book and Page number(s) where recorded in the Public Records of Monroe County, Florida.

D. In order to preserve through this Declaration the affordability of the Property for persons with incomes within a specified range, the Declarant hereby grants and assigns to the City the right to monitor and enforce compliance with this Declaration. Declarant otherwise reserves the rights necessary to implement the provisions of this Declaration.

III. IDENTIFICATION OF THE UNITS AFFECTED

A. Within 30 days of the date of execution of this Declaration, the Declarant shall identify and specify the 2 units which shall be subject to this Declaration. Further, the Declarant shall specify which affordable housing classification (low, median, moderate, or middle) each unit shall be operated under. The Declarant shall identify the affected units and classification pursuant to an amendment to this Declaration made by the Declarant alone, executed with the formalities of a deed, and recorded in the Public Records of Monroe County, Florida.

B. Pursuant to Section 122-1467(c) of the Work Force Housing Ordinance, the total rental for all the affected units shall be based on each unit being affordable housing (moderate income). The rental may be mixed among affordable housing (low income), (median income), (moderate income) and (middle income) in order that the total value of rental does not exceed ten percent of the rental of all the affected units as affordable housing (moderate income).

IV. OCCUPANCY, SALE, LEASING AND USE OF THE PROPERTY

The subject property shall be operated, managed and otherwise administered as affordable work force housing and such other uses incidental to residential use as may be permitted by local zoning and land use regulations.

1. Occupancy shall be restricted to households or persons who derive at least 70 percent of its or his/her total income from gainful employment in Monroe County.
2. At the time an affordable housing (low income) unit is sold or

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leased, the total income of the eligible household or persons shall not exceed 80 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 120 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 80 percent of the monthly median household income of Monroe County (adjusted for family size). For an owner-occupied dwelling unit, affordable housing (low income) shall mean a dwelling unit whose sales price shall not exceed two and one-half times the annual median household income Monroe County, Fl. (adjusted for family size as provide in Section 122-1472 of the Code of Ordinances of the City of Key West as amended from time to time).

3. At the time an affordable housing (median income) unit is sold or leased, the total income of the eligible household or persons shall not exceed 100 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 140 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 100 percent of the monthly median household income of Monroe County (adjusted for family size). For an owner-occupied dwelling unit, affordable housing (median income) shall mean a dwelling unit whose sales price shall not exceed three and one-half times the annual median household income Monroe County, Fl. (adjusted for family size as provided in Section 122-1472 of the Code of Ordinances of the City of Key West as amended from time to time)

4. At the time an affordable housing (middle income) unit is sold or leased, the total income of the eligible household or persons shall not exceed 140 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 180 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 140 percent of the monthly median household income of Monroe County (adjusted for family size). For an owner-occupied

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dwelling unit, (middle income) shall mean a dwelling unit whose sales price shall not exceed six and one-half times the annual median household income for Monroe County, Fl. (adjusted for family size as provided in Section 122-1472 of the Code of Ordinances of the City of Key West as amended from time to time.)

5. At the time an affordable housing (moderate income) unit is sold or leased, the total income of the eligible household or persons shall not exceed 120 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 160 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 120 percent of the monthly median household income of Monroe County (adjusted for family size). For an owner-occupied dwelling unit, affordable housing (moderate income) shall mean a dwelling unit whose sales price shall not exceed five times the annual median household income Monroe County, Fl. (adjusted for family size as provided in Section 122-1472 of the City of Key West Code of Ordinances as amended from time to time.)

6. Eligibility is based on proof of legal residence in Monroe County for at least one consecutive year.

7. Priority shall be given to families of four or more members for larger sized affordable work force housing units.

8. The income of eligible households shall be determined by counting only the first and highest paid 40 hours of employment per week of each unrelated adult. For a household containing adults related by marriage or a domestic partnership registered with the City, only the highest 60 hours of combined employment shall be counted. The income of dependents regardless of age shall not be counted in calculating a household's income.

9. In the event that a tenant's income shall exceed the maximum allowable income under this section and such shall occur for the first time during the last three months of a tenancy, then the landlord and tenant may extend a lease for a period of one year at the affordable rate.

10. The planning board may review a household's income and unique circumstances to determine eligibility and conformance with

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the intent of this ordinance to assure that people in need are not excluded and people without need are not included.

11. (a) *New market-rate multifamily residential housing.* At least ten percent of all new multifamily residential units constructed each year shall be low income affordable housing of at least 400 square feet each, as defined herein and 20 percent shall be affordable housing (median income) housing of at least 400 square feet each, as defined herein. Residential or mixed use projects of less than ten residential or mixed use units shall be required to develop at least 30 percent of units of at least 400 square feet each as affordable (median income), but may contribute a fee in lieu for each unit to the affordable work force housing trust fund, if approved by the city commission. The per unit fee shall be \$200,000.00 (representing construction cost, less land cost, of a 400 square foot unit). The 30 percent affordability requirement shall be determined on a project by project basis and not on a city-wide basis. Vested units shall be subject to this subsection if not otherwise governed by law or agreement. For every required affordable housing (median income) unit, a developer may increase the sales or rental rates to affordable housing (middle income) so long as another unit's sales or rental rate is decreased to affordable housing (low income).

(b) The two (2) new affordable units shall comply with with Section 122-1467 (c).

V. DEFAULTS AND REMEDIES: ASSIGNMENT OF RENTS

A. Upon any violation of the provisions of this Declaration the City may declare a default under this Declaration by delivering written notice thereof to the Declarant. After providing written notice of default, the City may apply to a court of competent jurisdiction for specific performance of the Declaration, for an injunction prohibiting a proposed sale or transfer or lease in violation of this Declaration, for a declaration that a prohibited transfer or lease is void, or for any such other relief as may be appropriate.

B. Assignment of rents: Declarant hereby assigns to City the right to receive the rents due or collected from any units identified to be subject to this Declaration during the entire period those units are occupied in violation of any of the terms of this Declaration.

C. The remedies stated herein shall not be exclusive, but shall be cumulative to all other remedies and rights the parties may lawfully exercise.

Doc# 2121770
Bk# 2852 Pg# 1808**VI. REQUIREMENTS FOR WRITTEN REPORTS FROM DECLARANT**

Declarant shall provide a written report to the City each year on January 1, or on such other date as specified by the City in writing, which includes a statement that Declarant has complied with all provisions of this Declaration, or includes Declarant's explanation of any violation of any provision of this Declaration. The report shall be submitted within thirty (30) days of the specified date to the City, or to such other person or address designated by the City. Failure to provide a report in a timely manner, or any misrepresentations on the report, shall constitute a default under this Declaration.

VII. GENERAL PROVISIONS

A. The City may assign its rights and delegate its duties hereunder in writing without the consent of Declarant. Upon such assignment the City shall notify the Declarant.

B. If any action is brought to enforce the terms of this Declaration, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. If any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Declaration, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. The terms of this Declaration shall be interpreted under the laws of the State of Florida and venue shall lie in Monroe County, Florida.

E. All notices required herein shall be sent by certified mail, return receipt requested, to the Declarant at the address of the Property and to the City or its designee at P.O. Box 1409, Key West, FL, 33041, or such other address that the City may subsequently provide in writing to the Declarant.

VIII. CONVERSION TO CONDOMINIUM FORM OF OWNERSHIP

In the event the Declarant or any subsequent owner or transferee proposes to convert ownership of the Property to condominium or a similar form of ownership, prior to the conversion, Declarant expressly agrees herein to execute an amended Declaration restricting the use, ownership, resale price, and occupancy of the affected two (2) units located on the Property in accordance with the provisions of the Work Force Housing Ordinance.

Doc# 2121770
Bk# 2852 Pg# 1809

IX. MORTGAGE SUBORDINATION

Upon demand by the City, any mortgagee who accepts any or all of the property as collateral or security for any purpose or loan shall execute and deliver, in recordable form, its subordination agreement subordinating its mortgage to the terms and conditions of this Declaration.

[Signatures on next page]

Doc# 2121770
Bk# 2852 Pg# 1810

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date written below.

Signed, sealed and delivered in the presence of:

SUNSET MARINA, LLC, a Florida
limited liability company

Witness #1 Signature

Byron Harris
Witness #1 Printed Name

Witness #2 Signature

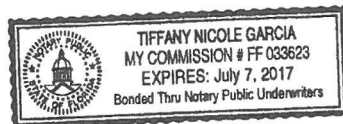
Tiffany Garcia
Witness #2 Printed Name

By: Barton Smith, Authorized
Signatory

STATE OF FLORIDA:
COUNTY OF MONROE:

The foregoing instrument was acknowledged before me this 31st day of March, 2017, by, Barton Smith, Authorized Signatory of SUNSET MARINA, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or () has produced _____ as identification.

NOTARY SEAL:



NOTARY PUBLIC

Doc# 2121770
Bk# 2852 Pg# 1811

EXHIBIT A

Condominium Unit No. 3 of SUNSET PARCELS, a Condominium, according to the Declaration of Condominium thereof, recorded March 29, 2017, in Official Records Book 2846, at Page 122, of the Public Records of Monroe County, Florida, together with an undivided interest in the common elements.

MONROE COUNTY
OFFICIAL RECORDS

00086181 - v1



AUTHORIZATION & VERIFICATION FORMS



**City of Key West
Planning Department**

Authorization Form
(Where Owner is a Business Entity)


Please complete this form if someone other than the owner is representing the property owner in this matter.

I, **Barton W. Smith** as
Please Print Name of person with authority to execute documents on behalf of entity

Manager of **Stockrock KW LLC**
Name of office (President, Managing Member) Name of owner from deed

authorize **SMITH HAWKS, PL**
Please Print Name of Representative


to be the representative for this application and act on my/our behalf before the City of Key West.


Signature of person with authority to execute documents on behalf of entity owner

Subscribed and sworn to (or affirmed) before me on this **November 8, 2024**
Date

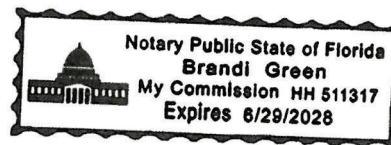
by **Barton W. Smith as Manager of Stockrock KW LLC**
Name of person with authority to execute documents on behalf of entity owner

He/She is personally known to me or has presented **N/A** as identification.


Notary's Signature and Seal

Brandi Green
Name of Acknowledger typed, printed or stamped

06/29/2028
Commission Number, if any





**City of Key West
Planning Department
Verification Form**
(Where Applicant is an entity)

I, Anthony Davila, in my capacity as Attorney
(print name) (print position; president, managing member)

of Smith Hawks, PL
(print name of entity)

being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

5555 College Rd., Key West, FL 33040
Street address of subject property

I, the undersigned, declare under penalty of perjury under the laws of the State of Florida that I am the Authorized Representative of the property involved in this application; that the information on all plans, drawings and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct.

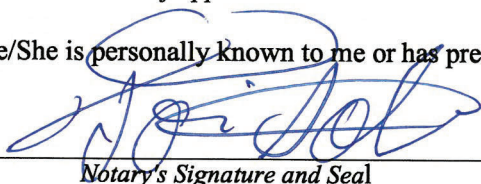
In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.


Signature of Applicant

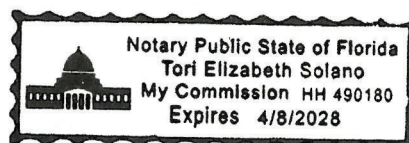
Subscribed and sworn to (or affirmed) before me on this November 8, 2021 by
date

Smith Hawks, PL
Name of Applicant

He/She is personally known to me or has presented _____ as identification.


Notary's Signature and Seal

Tori Solano
Name of Acknowledger typed, printed or stamped



HH 490180
Commission Number, if any

Year 12 BPAS



WARRANTY DEED

Doc # 2375084 Bk# 3173 Pg# 631 Electronically Recorded 5/11/2022 at 12:35 PM Pages 5
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
Electronically REC: \$44.00 Deed Doc Stamp \$126,000.00

This instrument prepared by and
after recording return to:
Bryan Hawks
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040

Real Estate No.: 00072083-000100 and 00072083-000400

[Space Above For Recording Purposes Only]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of May 9th, 2022, by and between **STOCK ISLAND APARTMENTS, LLC**, a Delaware limited liability company and/or its affiliates or assigns, whose address is 1209 Orange Street, Wilmington, Delaware 19801 ("**Grantor**"), to **STOCKROCK SI LLC**, a Delaware limited liability company, as to an undivided 75.33% interest, whose address is 5555 College Road, Key West, Florida 33040 and **STOCKROCK KW LLC**, a Delaware limited liability company, as to an undivided 24.67% interest, whose address is 5555 College Road, Key West, Florida 33040 (collectively, the "**Grantee**").

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and legal sufficiency of which is acknowledged, hereby transfers and conveys to the Grantee, Grantee's successors and assigns forever, that certain parcel of real property located in Monroe County, Florida having a street address of 5555 College Road, Key West, Florida 33040, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "**Property**").

SUBJECT TO ad valorem taxes for the current tax year and subsequent years; any applicable zoning and other regulations and ordinances imposed by governmental authority; and conditions, restrictions, reservations, limitations, easements, agreements and other matters of record shown on Exhibit "B" attached hereto and made a part hereof; but without intent to reimpose any of the foregoing.

TO HAVE AND TO HOLD the said Property unto the Grantee, its successors and assigns, together with all and singular the easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever, pursuant to those ownership interests specified above.

And Grantor covenants with Grantee that the Property is free from all encumbrances made by Grantor at the time of the delivery of this deed and Grantor will warrant and defend against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

00257602 - v2

IN WITNESS WHEREOF, the Grantor through its authorized representative, has hereto set its signature and seal.

Witness the following signatures:

Amanda White
Signature of Witness #1

Amanda White
Printed Name of Witness #1

Kelly Paythress
Signature of Witness #2

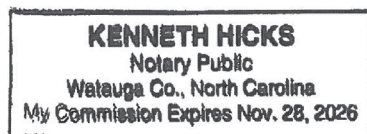
Kelly Paythress
Printed Name of Witness #2

STATE OF NORTH CAROLINA

COUNTY OF Watauga

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of May, 2022 by Robert Pabian, as Manager of **STOCK ISLAND APARTMENTS, LLC**, a Delaware limited liability company, who ☒ is personally known or ☐ has produced a driver's license as identification.

(AFFIX NOTARY SEAL)



GRANTOR:

Stock Island Apartments, LLC a Delaware limited liability company.

By: Robert Pabian
Robert Pabian, Manager

Notary Public: Kenneth Hicks

Print Name: Kenneth Hicks

My Commission Expires: 11/28/2026

EXHIBIT "A"

Legal Description of Property

Condominium Units Nos. 1 and 4 of SUNSET PARCELS, a Condominium, according to the Declaration of Condominium thereof, recorded March 29, 2017, in Official Records Book 2846, at Page 122, of the Public Records of Monroe County, Florida, together with an undivided interest in the common elements.

00257602 - v2

EXHIBIT "B"**Permitted Exceptions**

1. Intentionally Deleted.
2. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.
3. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
4. Oil, gas and mineral rights reserved in the Deed from the Trustees of the Internal Improvement Fund recorded in Deed Book G-52, page 522. Note: The right of entry and exploration associated with said reservation has been released by Florida Statute 270.11 (3).
5. Oil, gas and mineral rights reserved in the Deed from the Trustees of the Internal Improvement Fund recorded in Official Records Book 50, page 129 and in the Corrective Deed recorded in Official Records Book 958, page 109. Note: The right of entry and exploration associated with said reservation has been released by Florida Statute 270.11 (3).
6. The Land falls within an area of Critical State Concern as described in Section 380.05 of the Florida Statutes and as set forth in Chapter 27F-15 of the Florida Administrative Code attached to the Certification/ Affidavit recorded in Official Records Book 906, page 200.
7. Terms, conditions and limitations of the easement for ingress, egress and utilities reserved in the Warranty Deed from Norman B. Wood and Shirley P. Wood et al. recorded in Official Records Book 1139, page 2378.
8. Terms, covenants, conditions and other matters contained in the Binding Agreement between Sunset Ventures of Key West, Inc. and the State of Florida Department of Environmental Protection, recorded in Official Records Book 1517, page 859.
9. Terms, covenants, conditions, restrictions and other matters contained in the Amended Settlement Agreement between the State of Florida Department of Community Affairs, the City of Key West, and Sunset Ventures of Key West, Inc., attached to the Resolution recorded in Official Records Book 1524, page 2056.
10. Terms, covenants, conditions and other matters contained in the Easement Agreement between the City of Key West, Florida and Sunset Ventures of Key West, Inc. recorded in Official Records Book 1559, page 134, as modified by the Amendment to Easement Agreement recorded in Official Records Book 1619, page 1872.
11. Easement granted to the Utility Board of the City of Key West, Florida recorded in Official Records Book 1572, page 1834.
12. Terms, covenants, conditions and easements contained in the Non-Exclusive Access and Parking Easement Agreement between Sunset Ventures of Key West, Inc. and Sunset Marina Dockominium of Key West Association, Inc. recorded in Official Records Book 1671, page 1722, as modified by the Amended and Restated Non-Exclusive Access and Parking Agreement recorded in Official Records Book 2820, page 1925.
13. Grant of Easement to Comcast of California/Colorado/Florida/Oregon, Inc. recorded in

Official Records Book 2237, page 1656 and re-recorded in Official Records Book 2267, page 2074, and terms and provisions of the Bulk Installation and Services Agreement dated June 24, 2006 referred to therein.

14. Terms, covenants, conditions and restrictions created by and set forth in the Declaration of Affordable Housing Restrictions recorded in Official Records Book 2451, page 1626.
15. Terms and provisions of Environmental Resource Permit No. 44-00646-P issued by South Florida Water Management District, as evidenced by the Recorded Notice of Environmental Resource Permit recorded in Official Records Book 2832, page 1061.
16. Grant of Utility Easement to the Utility Board of the City of Key West, Florida recorded in Official Records Book 2845, page 1710.
17. Terms, covenants, conditions, restrictions and easements created by and set forth in the Declaration of Sunset Parcels, a Condominium, recorded in Official Records Book 2846, page 122, as amended in Official Records Book 2846, page 1704, including, but not limited to, provisions for private charges or assessments and liens for liquidated damages; but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenants: (a) is exempt under Chapter 42, Section 3607 of the United States Code; or (b) relates to handicap, but does not discriminate against handicapped persons.
18. Terms, covenants, conditions and restrictions contained in the Assignment of Development Rights Agreement between Sunset Marina, LLC and Stock Island Apartments, LLC recorded in Official Records Book 2846, page 2270.
19. Terms, covenants, conditions and restrictions created by and set forth in the Declaration of Affordable Housing Restrictions recorded in Official Records Book 2846, page 2336, as affected by the Identification of Affordable Housing Agreement recorded in Official Records Book 2929, page 1303 and the First Amended Identification of Affordable Housing Agreement recorded in Official Records Book 2976, page 1596.
20. Terms, covenants, conditions and other matters contained in the Development Agreement for Sunset Marina between Sunset Marina, LLC and the City of Key West, recorded in Official Records Book 2876, page 780.
21. The nature or extent of riparian or littoral rights.
22. As to that portion of the premises herein described which is (a) submerged land or is (b) artificially filled in land, artificially exposed land, or any land accreted thereto, in what was formerly navigable waters, this Commitment or Policy is subject to the right of the United States government arising by reason of its control over navigable waters in the interest of navigation and commerce.
23. Terms, covenants, conditions and other matters contained in any unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees, as affected by the Notice of Landlord recorded in Official Records Book 2868, page 371.

Doc # 2453992 Bk# 3266 Pg# 297 Recorded 3/11/2024 at 12:04 PM Pages 5
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
REC: \$44.00

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Bryan Hawks
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040

TERMINATION OF MEMORANDUM OF TENANCY IN COMMON AGREEMENT

THIS TERMINATION OF MEMORANDUM OF TENANCY IN COMMON AGREEMENT is effective as of January 18, 2024 by **STOCKROCK KW LLC**, a Delaware limited liability company ("Stockrock KW").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the covenants and promises contained herein, and the benefits accruing to the parties hereto, Stockrock KW hereby declares and agrees as follows:

1. Stockrock KW and STOCKROCK SI LLC, a Delaware limited liability company ("Stockrock SI") entered into that certain Tenancy in Common Agreement dated as of May 9, 2022 (the "TIC Agreement") for the purpose of providing for, among other things, the ownership as tenants-in-common, management and operation of that certain improved real property located in Monroe County, Florida and more particularly described on Exhibit A (the "Property").
2. The TIC Agreement was memorialized of record by that certain Memorandum of Tenancy in Common Agreement recorded in the Official Records Book 3173, Page 639, of the Public Records of Monroe County, Florida (the "Memo of TIC").
3. Pursuant to the Certificate of Merger filed with the Secretary of State of the State of Delaware on January 17, 2024 attached hereto as Exhibit B, Stockrock SI merged with the Stockrock KW, with Stockrock KW being the surviving company of the merger (the "Merger").
4. As there are no more co-owners of the Property due to the Merger resulting in a sole fee owner of the Property, Stockrock KW, the TIC Agreement, and the Memo of TIC are no longer applicable or necessary.
5. Stockrock KW hereby terminates the TIC Agreement and terminates and releases the Memo of TIC and hereby directs the Clerk of Monroe County to cancel the same of record.

[Signatures Appear on the Following Pages]

{00288850 - v1 }

IN WITNESS WHEREOF, the undersigned has executed this Termination of Memorandum of Tenancy in Common Agreement as of the date first written above.

STOCKROCK KW LLC a Delaware
limited liability company

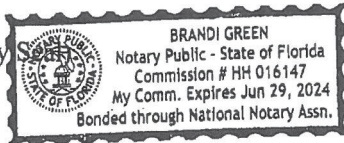
By: [Signature]
Name: Barton W. Smith
Title: Manager

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing Instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of March, 2024, by Barton W. Smith, as Manager of STOCKROCK KW LLC a Delaware limited liability company, for and on behalf of such company, who is personally known to me.

(Notary



[Signature]
Signature of Notary Public

Name: Brandi Green

My Commission Expires: 06/29/2024

EXHIBIT A

Condominium Unit Nos. 1 and 4, of SUNSET PARCELS, a Condominium, according to the Declaration of Condominium thereof, recorded March 29, 2017, in Official Records Book 2846, at Page 122, of the Public Records of Monroe County, Florida, together with an undivided interest in the common elements.

{00288850 - v1 }

EXHIBIT B

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:
"STOCKROCK SI LLC", A DELAWARE LIMITED LIABILITY COMPANY,
WITH AND INTO "STOCKROCK KW LLC" UNDER THE NAME OF
"STOCKROCK KW LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF JANUARY, A.D.
2024, AT 5:13 O'CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6666256 8100M
SR# 20240150884

You may verify this certificate online at corp.delaware.gov/authver.shtml
(00288850 - v1)

Authentication: 202678911
Date: 01-26-24

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is

STOCKROCK KW LLC

and the name of the limited liability company being merged into this surviving limited liability company is STOCKROCK SI LLC

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

THIRD: The name of the surviving limited liability company is

STOCKROCK KW LLC

FOURTH: The merger is to become effective on upon filing

FIFTH: The Agreement of Merger is on file at

5555 College Rd, Key West, FL 33040

the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, the 17th day of January, A.D., 2024.

By: 

Authorized Person

Name: Barton W. Smith

Print or Type

Title: Manager

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:13 PM 01/17/2024
FILED 05:13 PM 01/17/2024
SR 20240150884 - File Number 6666256



ESTIMATED SCORE SHEET



BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATION

EXHIBIT C – APPLICANT’S ESTIMATED SCORE SHEET

CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT

Address: 1300 White Street • Key West, Florida 33040

Phone: 305-809-3764

Website: www.cityofkeywest-fl.gov

The purpose of the Estimated Score Sheet is to provide the applicant with the understanding that if a BPAS Allocation(s) is awarded the total amount of points represented on the Estimated Score Sheet and finalized through the official staff ranking process is required to be permanently maintained throughout the lifecycle of the project. Because the total amount of points is not linked to one specific criterion, the applicant has flexibility in the construction phase if certain point system criteria, for which the application is ranked, need to be substituted.

If the Prerequisites and/or the total points are not achieved, a Certificate of Occupancy will not be issued for the project.

Applicant: Stockrock KW LLC **Site Address:** 5555 College Road, Key West, FL 33040

Number and type of Units Requested: Market Rate 10 *(Separate application)* Affordable 3

Prerequisite Development Type: Major Construction/ Renovation X
Minor Renovation _____

Please acknowledge that the Prerequisites required for the proposed project shall be met in accordance with the solution statement provided: *agp*

Initial here

The following criteria and point system shall be utilized in the ranking of applications for development of non-transient units as follows:

- | | | |
|---|--------|------------|
| a. Building more than 1.5' higher than the base flood elevation (+5) | Points | <u>+5</u> |
| b. Exceeding the minimum required percentage of affordable housing (+30) | Points | <u>+30</u> |
| c. Voluntarily providing affordable housing which exceeds the requirements of section 122-1467 at median income classification (+40) | Points | _____ |
| d. Voluntarily providing affordable housing which exceeds the requirements of section 122-1467 at low-income classification (+60) | Points | _____ |
| e. Achieving Green Building Certification Upgrade 1 (+20) | Points | _____ |
| f. Achieving Green Building Certification Upgrade 2 (+27) | Points | _____ |
| g. Achieving Green Building Certification Upgrade 3 (+40) | Points | _____ |
| h. Voluntary contribution to the arts in public places fund or tree fund in the amount of \$2,500 or more (+5) | Points | _____ |
| i. Providing electrical high-voltage sized conduit for future electric car charging station near parking area (+5) | Points | _____ |
| j. Using light-colored, high-reflectivity materials for all non-roof areas with a Solar Reflectance Index (SRI) of at least 29 (+5) | Points | _____ |
| k. Providing on-site recreational amenities or exceeding the open space requirements of section 108-346 (b) of article V of Chapter 108 (+10) | Points | <u>+10</u> |

TOTAL ESTIMATED POINTS 45



CERTIFICATION FORM



BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATION EXHIBIT D – BPAS CERTIFICATION FORM

CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT

Address: 1300 White Street • Key West, Florida 33040

Phone: 305-809-3764

Website: www.cityofkeywest-fl.gov

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete, and accurate. I certify that all information required has been provided.

I certify that my total estimated points are 45. I certify that if I am awarded one or more Building Permit Allocations and am unable to achieve all prerequisites and/or achieve the total amount of points represented on the Score Sheet, a Certificate of Occupancy will not be issued for the project.

I certify that if I am awarded one or more Building Permit Allocations, the Score Sheet and Prerequisite Solution Statement prepared as part of this application will be provided to my contractor and that my contractor will be made aware that if the completed project does not achieve all prerequisites and achieve the total amount of points represented on the Score Sheet, a Certificate of Occupancy will not be issued for the project.

[Signature]
Signature of applicant

11/08/2024

Date

Barton W. Smith, as Manager of Stockrock KW LLC

Print name of Applicant

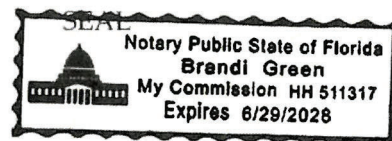
Subscribed and sworn to (or affirmed) before me on this 8th day of November, 2024,
by Barton W. Smith (name of person signing the application)
as Manager (type of authority...e.g. officer, manager/member, trustee,
attorney)
for Stockrock KW LLC (name of entity or party on behalf of whom application was
executed).

He/She is personally known to me or has presented N/A as identification.

[Signature]
Notary's Signature and Seal

Brandi Green

Name of Acknowledger typed, printed or stamped



06/29/2028

Commission Number, if any



FGBC CHECKLIST

PREREQUISITES:

Version 12 Rev 1.0

Revised 4 27 23

Prerequisite 1: Swimming Pool / Spa

- | | | |
|-------|-----|---|
| P1.01 | N/A | Sanitation system that reduces chlorine use |
| P1.02 | N/A | Pool Cover |
| P1.03 | N/A | Solar pool heating system |
| P1.04 | N/A | Dedicated PV's to run pool equipment |
| P1.05 | N/A | Home has no pool or spa |

Prerequisite 2: Waterfront Considerations

- | | | |
|-------|-----|---|
| P2.01 | N/A | Use of native aquatic vegetation in shoreline area |
| P2.02 | N/A | No turf adjacent to water (Low maintain plants instead) |
| P2.03 | N/A | Use of terraces, swales, or berms to slow storm water |
| P2.04 | N/A | Home site does not border natural water body |

Prerequisite 3: No Invasive Exotic Species

- | | | |
|-------|-----|----------------------------------|
| P3.01 | N/A | Landscape Considerations |
| | New | Is the landscape existing or new |

CATEGORY 1: ENERGY

Version 12 Rev 1.0

Category Minimum 30 / Category Maximum 75

Revised 4 27 23

HERS Index - Energy Rating

E1.01 3 - 75 **Confirmed Florida HERS Rating - 3 points for each HERS Index point below 80**

:Does the Home have a confirmed HERS Index

:Confirmed HERS Index

OR, For Multi-Family Prescriptive Energy Option

E1.01.b 1 - 57 **See E1.01b Tab for Multi-Family Energy Options, score will automatically be transferred to this page**

Design, Finishes, Amenities

E2.01	<input type="text" value="0"/>	1	Thermal Bypass Inspection
E2.02	<input type="text" value="0"/>	1	Ductwork joints sealed with mastic
E2.03	<input type="text" value="0"/>	1	Ductwork smoke tested allowing leaks to be sealed prior to drywall
E2.04	<input type="text" value="0"/>	1	Cross vent and ceiling fans code credit
E2.05	<input type="text" value="0"/>	1	Roofed porch, Min 100ft^2 AND 3 sides open
E2.06	<input type="text" value="0"/>	1	Passive solar space heating system
E2.07	<input type="text" value="0"/>	1	Passive solar day-lighting
E2.08	<input type="text" value="0"/>	1	Deciduous trees on south
E2.09	<input type="text" value="0"/>	1 - 4	House shaded on east and west by trees <input type="text" value="0"/> % of the designated wall areas (average of east and west walls) that are shaded by trees.
E2.10	<input type="text" value="0"/>	1	Washer and dryer outside of conditioned space
E2.11	<input type="text" value="0"/>	1	Floor joist perimeter insulated and sealed
E2.12	<input type="text" value="0"/>	1	Light colored exterior walls (80% minimum) <input type="text" value="0"/> Enter the Solar Reflective Index (SRI) of Paint
E2.13	<input type="text" value="0"/>	1 - 2	Light colored interior walls, ceilings, carpet/floors <input type="text" value="N/A"/> all major living spaces wall and ceiling surfaces have a reflectance of at least 50% <input type="text" value="0"/> Enter the Light Reflectance Value (LRV) of Paint <input type="text" value="N/A"/> bedrooms and all major living spaces have floors, walls, & ceilings are light-colored <input type="text" value="0"/> Enter the Light Reflectance Value (LRV) of Paint
E2.14	<input type="text" value="1"/>	1	Max 52W fixtures in bathrooms
E2.15	<input type="text" value="0"/>	1	Credit Relocated to Category 8: General
E2.16	<input type="text" value="0"/>	2	Install a State Certified rated solar hot water system
E2.17	<input type="text" value="0"/>	1	Insulate all hot water pipes
E2.18	<input type="text" value="0"/>	1	Credit Removed
E2.19	<input type="text" value="1"/>	1	Energy-efficient ovens/ranges
E2.20	<input type="text" value="0"/>	1	Credit Removed
E2.21	<input type="text" value="0"/>	1, 3, 4	Efficient well pumping
E2.22	<input type="text" value="0"/>	1	Efficient envelope volume <input type="text" value="0"/> Total Gross Wall Area <input type="text" value="1"/> Conditional Square Footage <input type="text" value="1"/> Number of Stories
E2.23	<input type="text" value="0"/>	1	Dwelling unit attached, zero lot-line, row house
E2.24	<input type="text" value="0"/>	1-2	Ceiling Penetrations: No penetrations in ceiling (2 points), No penetrations in the thermal envelope (1 point)
E2.25	<input type="text" value="3"/>	3	Energy Star® Advanced Lighting Package
E2.26	<input type="text" value="0"/>	2	Outdoor lights are energy efficient.
E2.27	<input type="text" value="0"/>	1	Install motion sensors on a minimum of 60% of the hard wired lighting fixtures
E2.28	<input type="text" value="-"/>	1	Energy Efficient Sheathing
	<input type="text" value="36"/>	112	Total Points

36 Total points for Category 1 (30 min / 75 max)

Name of HERS Rater:

Certifying Agent Category 1:

0

0

CATEGORY 1: ENERGY
Multi-Family Prescriptive Energy Credits

	Points Achieved	Points Possible	Criteria	
E1.01.b Multi-Family Prescriptive Energy Credits				Certifying Agent Notes
<p>This section may not be combined with E1.01a.</p> <p>Points claimed in this section will require photographic proof of Level I Insulation installation, a completed thermal bypass inspection checklist (Energy Star Thermal Bypass Checklist is acceptable), a copy of the load calculation and proof that installed tonnage is within 15% of the Manual J's. Provide field documentation of Energy Calculation inputs such as window SHGC and U-Factor via photo of window stickers, insulation R values, etc.</p> <p>MULTIFAMILY LOAD CALCULATIONS: The load calculations must be for each distinctive unit type and must show that orientation of the unit as well as vertical location of the unit does not change required tonnage.</p>				
E1.01.b.1 Efficient HVAC Systems				Certifying Agent Notes
a	4	4	Minimum SEER 15 w/HSPF 8.2 – AHRI Certificate required	
b	2	2	Minimum 15 SEER with electric heat	
c		3	Minimum SEER 16 w/variable speed AH, electric heat allowed	
d		4	Minimum SEER 16 w/HSPF 9.0 - AHRI Certificate required	
e		16	Minimum SEER 17 w/HSPF >9.0 or ground/water source HP COP > 4.0 – Close loop system only (AHRI Certificate required)	
f		12	Mini-splits ONLY with minimum SEER of 21	
	6		Efficient HVAC Total	
E1.01.b.2 Ducts				Certifying Agent Notes
a	6	6, 8	8 Points: Ducts in Conditioned space – ALL if in sealed attic or crawlspace must be supply AND return OR 6 Points: Duct blaster Qn out <= 0.4 – Provide report - top floor only	
	6		Ducts Total	
E1.01.b.3 Envelope Options				Certifying Agent Notes
a		6	Radiant Roof Decking – photo required	
b	1	1	Windows (1) and Glass Sliding Doors (2)- Maximum U-factor = 0.40 and Maximum SHGC = 0.25	
c	2	2	Minimum R-38 ceiling insulation or R-30 at roof deck	
d	2	2	CMU walls minimum R-5.1	
e		4	CMU walls/Mass wall >= R-7.0	
f		2	2 x 4 Walls minimum R-15 – documentation required	
g	6	6	2 x 6 Walls or other wall systems (SIPS & ICF) >= R-19	
h	2	2	Roofing installed is Energy Star, cool roof compliant, has an LRV>50 or a SRI > 78 roofing	
	13		Envelope Options Total	
E1.01.b.4 Appliances/Equipment				Certifying Agent Notes
a		10	Energy Star qualified heat pump/hybrid tank water heater – strongly encouraged in garage/non conditioned space	
b		8, 10	8 Points: Gas Tankless – must be installed outside conditioned space OR 10 Points: Daisy chained comprehensive gas tankless approach to whole building – for example 8 heaters for whole building (like a mini boiler)	
c		2	Tankless Electric UEF .917 – very high demand – is this more of a water saver than and energy saver	
d	1	1	Energy Star Dish Washer	
e	1	1	Energy Star Refrigerator	
f	4	4	Energy Star Washing Machine	
	6		Appliance/Equipment Total	
		57	Total Possible Points	
	31		Total points for Category 1 Multi-Family Prescriptive Energy Credits	
Name of HERS Rater:				
Certifying Agent Category 1:				

CATEGORY 2: WATER

Version 12 Rev 1.0

Category Minimum 15 / Category Maximum 40

Revised 4 27 23

N/A Is the landscape existing or new

W1 FIXTURES AND APPLIANCES

W1.01	3	3	Water saving clothes washer
W1.02	1	1	Low-flow shower heads (must be ≤ 2.0 gpm)
W1.03	1	1	All showers equipped with only 1 showerhead per shower (1 showerhead/15sf allowed)
W1.04	2	1 - 2	All lavatory sink faucets have flow rates of ≤ 1.5 gpm (all ≤ 1.0 gpm = 2 pts)
W1.05	3	2 - 3	High Efficiency Dual-flush or Single Flush Toilets (all toilets ≤ 1.28 gpf)
W1.06	0	1	Water Closet with UNAR MaP Rating of 600 {
W1.07	0	1	Compact Hot Water Distribution

W2 Greywater Reuse

W2.01	0	1 - 3	Greywater System Installed
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W3 Rainwater Harvesting

W3.01	0	1, 2, 3, 5	Rainwater Harvesting System installed with dedicated use
-------	---	------------	--

W4 Reclaimed Water Reuse

W4.01	0	2	Water for irrigation
W4.02	0	2	Meter on reclaimed irrigation system
W4.03	0	2	Volume-based pricing arrangement
W4.04	0	2	For toilet flushing

W5 Installed Landscape

W5.01	0	2 - 3	Drought-tolerant turf, no turf in densely shaded areas
W5.02	0	1 - 3	60%, 80%, 100%, of plants/trees from drought-tolerant list
			- :Percentage of drought tolerant plant
W5.03	2	2	All plants/trees selected to be compatible with their location in the landscape
W5.04	0	3	Turf less than 50% of landscape
W5.05	0	2	No turf in densely shaded areas
W5.06	0	2	Plants with similar maintenance requirements grouped together
W5.07	1	1	Mulch applied 3 - 4 inches deep around plants / no volcano mulch
W5.08	0	1	Non-Cypress mulch used
W5.09	2	2	Soil tested and amended where necessary

W6 Installed Irrigation

W6.01	0	10	No permanent installed irrigation system
W6.02	0	2	Innovative irrigation technology
W6.03a	0	3	Landscape irrigated to FGBC standard
W6.03b	0	5	100% micro-irrigation - Landscape irrigated to FGBC standard
W6.04	0	1	Pressure compensating spray heads installed in spray zones
W6.05	0	1	In poor drainage (low) areas, heads are installed with check valves
W6.06	0	2	High volume irrigated areas have matched precipitation rates
W6.07	0	1	Pop-up sprinkler heads significantly rise above turf grass height

W7 Additional Water Certification Requirements

W7.01	0	5	Meet or exceed Florida Water Star™ or WaterSense standards:
W7.02	0	2	Florida Friendly Landscape™ Program New Construction Certification

15 56 Total Points

15 Total points for Category 2 (15 min / 40 max)

Certifying Agent Category 2: 0

Landscape Auditor: 0

Credentials of Auditor: 0

CATEGORY 3: LOT CHOICE

Version 12 Rev 1.0

Category Minimum 0 / Category Maximum 15

Revised 4 27 23

LC1.01	0	1 - 6	House built within designated FGBC green land development 0 Name of FGBC Green Development
LC1.02	0	2	Home within a certified green local government
LC1.03	0	2	Built on an infill site
LC1.04	1	1	Site within 1/8 mile of existing infrastructure
LC1.05	2	2	Site within 1/4 mile to mass transit
LC1.06	2	2	Site within 1/2 mile of public open/green space
LC1.07	5	2	Site within 1/4 mile or 1/2 mile of existing basic community resources 0 Arts and entertainment center 0 Bank 0 Community or civic center 0 Convenience store 0 Daycare center Yes Fire station 0 Fitness center or gym 0 Laundry or dry cleaner 0 Library 0 Medical or dental office 0 Pharmacy 0 Police station 0 Post office 0 Place of worship Yes Restaurant Yes School Yes Senior Care Facility 0 Supermarket Yes Theater 0 Other Neighborhood-serving retail 0 Other office building or major employment center
LC1.08	2	2	Site located in small lot cluster development
LC1.09	0	2	Brownfield site
	12	21	Total Possible Points

12 Total points for Category 3 (0 min / 15 max)

Certifying Agent Category 3:

0

CATEGORY 4: SITE

Version 12 Rev 1.0

Category Minimum 5 / Category Maximum 30

Revised 4 27 23

I **N/A** That all credits in this category deal only with buildable land. What this means is that if the land is not legally allowed to be disturbed then you may not count this as part of the percentage required for the given credit.

Native Tree and Plan Preservation

- S1.01 **0** 2 **Maximize tree survivability**
- S1.02 **0** 1 - 2 Minimize soil compaction
Restrict all construction equipment from driving on site during construction except for
?
- S1.03 **0** 2 Replant or donate removed vegetation
- S1.4 **0** 1 - 9 Preserve or create wildlife habitat / shelter
0 % of property that was created or preserved as a wildlife habitat or shelter

On Site Use of Cleared Materials

- S2.1 **0** 2 Mill clear trees
- S2.2 **0** 1 - 2 Reuse cleared materials for mulch / landscape
Mulch is both cleared and reused: **0**

Erosion Control / Topsoil Preservation

- S3.1 **2** 2 Develop and Implement an Erosion Control Site Plan
- S3.2 **1** 1 Stabilize disturbed soil
- S3.3 **0** 2 Stage disturbance
- S3.4 **1** 1 Control sediment runoff during construction
- S3.5 **0** 1 Save and reuse any removed topsoil

Drainage / Retention

- S4.1 **0** 2 Onsite designated retention area
- S4.2 **2** 2 Direct filtered rooftop runoff to planted area(s)
- S4.3 **0** 1 - 4 Maintain pervious surface area (If not taking points input 1 for Total Lot Area)
Partial Pervious
0 % Pervious Material **0.1** Total Lot Area (sq. ft.)
0 Coverage Area (sq. ft.) **0.001** 100% Pervious sq. ft.
0 Equivalent Pervious Area --> **0.001** Equivalent Pervious Area (semi-pervious)
0 Total points for pervious area

6 34 Total Points

6 Total points for Category 4 (5 min / 30 max)

Certifying Agent Category 4:

0

CATEGORY 5: HEALTH

Version 12 Rev 1.0

Category Minimum 15 / Category Maximum 35

Revised 4 27 23

Combustion

H1.01	0	3	Detached or Air Sealed Garage or Carport or "NO" Garage
H1.02	0	1	Garage (attached or detached)- exhaust fan on motion sensor and timer
H1.03	0	1	Interior Fireplace - Direct vent, sealed combustion w/electronic ignition, factory built wood burning or no fireplace
H1.04	0	1 - 2	No unsealed space or water heating combustion located inside the conditioned area - or electric

Space Heating

0	Electric
0	Sealed combustion equipment
0	Sealed combustion closet

Water Heating

0	Electric
0	Sealed combustion equipment
0	Sealed combustion closet
0	Outside of conditioned space

Moisture Control

H2.01	0	1	Drainage tile on and around top of footing
H2.02	0	1	Drainage board for below grade walls
H2.03	0	1	Gravel bed beneath slab on grade floors
H2.04	1	1	Seal slab penetration
H2.05	1	1	Capillary break between foundation and framing
H2.06	3	3	Central dehumidification system
H2.07	1	1	No vapor barrier on inside of assemblies
H2.08	1	1	Moisture control for tub/shower and shower surrounds
H2.09	0	1	Seal Entire Slab

Source Control

H3.01	0	1	No exposed urea-formaldehyde wood products
H3.02	0	2	Zero VOC Paints, Stains, and Finishes
H3.03	1	1	Low VOC Paints, Stains, and Finishes
H3.04	1	1	Low VOC Sealants and Adhesives
H3.05	2	1 - 2	Minimize Carpet Use
H3.06	0	1	Healthy Flooring
H3.07	0	1	Healthy Insulation
H3.08	1	1	Protect ducts, range hood, and bath exhaust fans during construction
H3.09	0	3	Integrated Pest Management

Cleanability

H4.01	0	1 - 2	Central vacuum system
	0		System roughed in
	0		Installed with exhaust outdoor
	0		Installed with exhaust indoor thru HEPA filter
H4.02	0	1	Useable entry area

Universal Design

H5.01	0	1 - 3	Universally designed living area
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Ventilation

H6.01	0	2 - 4	Controlled mechanical ventilation
H6.02	0	1	Credit moved to Category 7: Disaster Mitigation
H6.03	1	1	Floor drain sealed
H6.04	1	1	Energy Star® bath fans with timer or humidistat
H6.05	0	1	Kitchen range hood vented to exterior
H6.06	1	1	Laundry rooms inside conditioned space must have a make-up air source
H6.07	0	3	Whole house positive filtration
H6.08	0	1 - 2	Efficient HVAC filter
H6.09	1	1	HVAC filter easily accessible
H6.10	0	1	Install screens on all windows and doors
H6.11	0	1	Manual D duct design

16 53 Total Points

16 Total points for Category 5 (15 min / 35 max)

Certifying Agent Category 5:

0

CATEGORY 6: MATERIALS

Version 12 Rev 1.0

Category Minimum 10 / Category Maximum 35

Revised 4 27 23

Components

M1.01	0	1	Recycled content roof material
M1.02	0	2 - 3	Certified sustainable lumber
	0		homes with minimum of 1 story wood frame exterior walls have 80% of all lumber certified
	0		home has no exterior wood walls & 80% of remaining lumber used for the home is certified.
M1.03	0	1	Engineered / alternative material for outdoor living
M1.04	0	1	Concrete with fly ash or blast furnace slag
M1.05	0	1	Recycled content siding or soffit material
M1.06	0	1	Eco-friendly insulation
M1.07	0	1	Recycled content drywall
M1.08	0	1	Recycled content paint
M1.09	0	1	Steel interior studs
M1.10	0	1	Eco-friendly flooring material
M1.11	0	1	Eco-friendly ceiling materials
M1.12	0	1 - 3	Locally produced materials
	0		minimum 80% of all new windows & doors are from local manufacturers & are operable
	0		50% of all doors are reused doors or 50% of all windows are reused windows
	0		80% of all structural components are from local sources - includes panelized & modular systems
M1.13	0	2	Reduce Heat Island Effect - Roof

Waste Reduction

M2.01	0	3	Resource efficient wall system with integral insulation
M2.02	2	2	Develop a construction and demolition waste management plan
M2.03	0	2 - 4	Implement job site waste management
	0		# of items implemented
	0		
M2.04	0	1	Compost bin/built in collection of recyclables
M2.05	0	1 - 2	Engineered roof and floor components
	0		80% of floor (or code allowance)
	0		80% of roof (or code allowance)
M2.06	0	1	Finger jointed or laminated products
M2.07	0	1	Eco-friendly trim
M2.08	0	1	Perimeter based on 2 foot dimensions
M2.09	0	1	Each interior wall adheres to 2-foot dimensions for minimum of 50% of the interior walls
M2.10	0	1	Stack framing
M2.11	1	1	2-stud corners with drywall clips
M2.12	1	1	T-wall with drywall clips and/or ladder type exterior tee framing

Durability

M3.01	1	1	Roof slope $\geq 3:12$ but $\leq 6:12$
M3.02	0	1	Large overhangs (eave and gable)
M3.03	1	1	Air admittance vents
M3.04	0	1	Wood frame house and/or wood frame 2nd floors designed with vented rain screen
M3.05	1	1	Siding and exterior trim primed all sides
M3.06	0	1	Plants/turf minimum of 2ft. from foundation
M3.07	1	1	Sprinklers and emitters are located a minimum of 2 ft from foundation
M3.08	1	1	Use armored, PEX, or metal hoses (except copper) from service to all fixtures/appliances
M3.09	0	2	Automatic in home water sensor/shut off system installed
M3.10	0	1	Access panel to non-accessible plumbing fixture installed
M3.11	1	1	Laundry room below living floor or drain installed

10 47 Total Points

10 Total points for Category 6 (10 min / 35 max)

Certifying Agent Category 6:

0

CATEGORY 7: DISASTER MITIGATION

Version 12 Rev 1.0

Category Minimum 5 / Category Maximum 30

Revised 4 27 23

DM1 Hurricane (wind, rain, storm surge)

DM1.01	0	2	Safe room
DM1.02	0	2	Unvented attic or No attic
DM1.03	2	2	Window, door, and skylight protection or impact resistant type
DM1.04	0	1	Attached garage and exterior door protection
DM1.05	0	1	Exterior structures and equipment properly anchored
DM1.06	0	2	Secondary water protection installed on roof
DM1.07	0	2	Adhesive applied to roof sheathing
DM1.08	0	2	Roof Shingles
DM1.09	0	2	Raised Slab or Pier Foundation
DM1.10	0	5	Comply with Fortified For Safer Living Standards

DM2 Flood (must incorporate all three)

DM2	3	3	Yes	Finished floor level at least 12" above 100 yr flood plain
			Yes	Bottom of slab at least 8" above the top of backfilled dirt, graded for proper drainage
			Yes	Garage floor & driveway sloped to drain out. Garage floor at least 4" lower than living floor

Fire (must incorporate all three for 3.1)

DM3.01	0	3	Yes	Fire resistant exterior wall cladding
			0	Fire resistant roof covering or sub-roof
			0	Fire resistant soffit and vent material
DM3.02	0	3	-	Fire Sprinkler System

Lightning & Electronics Protection

DM4	0	1 - 2	Installed Surge Suppression or Lightning Protection System
-----	---	-------	--

Termites (must comply w/required credits listed below AND EITHER DM 4.01 OR DM 4.02 OR DM 4.03 to receive points)

	10	Seal slab penetrations (Health: H2.4)	
	required	Vegetation > 2 ft. from foundation (Materials: M3.6)	
	required	Sprinklers & emitters are 2 feet from house (Materials: M3.7) OR no installed irrigation (Water: W6.1)	
DM 5.01	0	10	DM 5.01: Chemical Soil Treatment Used
		0	Exterior cladding installed to prohibit intrusion
		0	Rain gutters installed (downspouts discharge a minimum of 3' from home) OR meet large overhangs (≥2')
		0	Condensate line(s) discharge a min of 2' from home & are located 5' or more from dryer vent
		0	Irrigation/sprinkler water does not hit building
		0	Damage replacement warranty issued and available for annual renewal
		OR	
DM 5.02		10	DM 5.02: Chemical Soil Treatment Avoided
		0	Chemical soil treatment avoided
		Yes	Alternative Florida Building Code approved method of foundation protection employed
		OR	
DM 5.03		12	DM 5.03: Treated wood products
		0	All wood products serving structural or exterior finish purposes are borate or ACQ treated
DM5.04	0	1	80% of Cellulose insulation used is Borate treated

DM6.01	0	2	Mold Prevention - ASTM D3273
DM6.02	0	1-3	Water Leak Detection and Shut Off System
DM6.03	0	2	Gas Leak Detection and Shut Off System
DM7.01	0	1	Radon/Soil Gas Vent System

8 47 Total Points

8 Total points for Category 7 (5 min / 30 max)

Certifying Agent Category 7:

0

CATEGORY 8: GENERAL				Version 12 Rev 1.0
Category Minimum 0 / Category Maximum 40				Revised 4 27 23
Small House Credit				
G1.01	0	0 - 25	Conditioned house size (enter no if not claiming any points)	
			0 :square feet of conditioned area	
Adaptability				
G2.01	0	2	Roof trusses designed for addition	
G2.02	0	1 - 2	Unfinished rooms 1point for >100 SF, 2 points for > 200 SF	
G2.03	0	1	Install a minimum of 2 upgraded automation system	
G2.04	0	1	Pre-Plumb for Solar Hot Water	
G2.05	0	3	Zero Energy Ready Home	
G2.06	0	2	Provide Future Connection to Public or Private Utility	
G2.07	0	1-3	Electric Vehicle Charging	
Renewable Power Generation				
G3.01	0	1 - 5	Reduce peak demand or annual load	
			0 1 point for each 2kW system size	
Remodel				
G4.01	0	10	Remodeling structure (HERS Index < 80)	
G4.02	0	3	Water Closets 1.6 gpf and showers 2.5 gpm or less	
G4.03	0	2	Upgrade existing installed irrigation with rain gauge, timer and code irrigation heads	
G4.04	0	2	Existing homes with pools - upgrade pump to variable speed or dual speed	
G4.05	0	2	Roof to wall connection upgrades	
Other				
G5.01	0	1 - 2	Home builder/designer/architect/landscape architect member of FGBC	
			0 :Number of members on the team that are members of FGBC	
G5.02	0	2	Homeowner's manual, including information, benefits, operations - per reference guide	
G5.03	0	2	FGBC Green Homeowner Checklist	
G5.04	0	1	Plan for edible landscape/food garden	
G5.05	0	2	Guaranteed energy bills	
G5.06	0	2	FGBC Certified Professional	
G5.07	0	5	Energy Star Qualified Home	
G5.08	0	1 - 5	INNOVATIVE CREDITS	
			Description of innovation:	
				0
	0	56	Total Points	
	0	Total points for Category 8 (0 min / 40 max)		
Certifying Agent Category 8:				0

FGBC Home Score			Version 12 Rev 1.0
Category	Your Score	Required Min - Max	
Category 1: Energy	36	30 - 75	
Category 2: Water	15	15 - 40	
Category 3: Lot Choice	12	0 - 15	
Category 4: Site	6	5 - 30	
Category 5: Health	16	15 - 35	
Category 6: Materials	10	10 - 35	
Category 7: Disaster Mitigation	8	5 - 30	
Category 8: General	0	0 - 40	
Total:	103		
Total Need:	100		
Certified Home Score	103		
	Bronze		
Certification Level:			

The Total Need number will automatically adjust as points are earned for each criteria in the checklist.

Home Address
0
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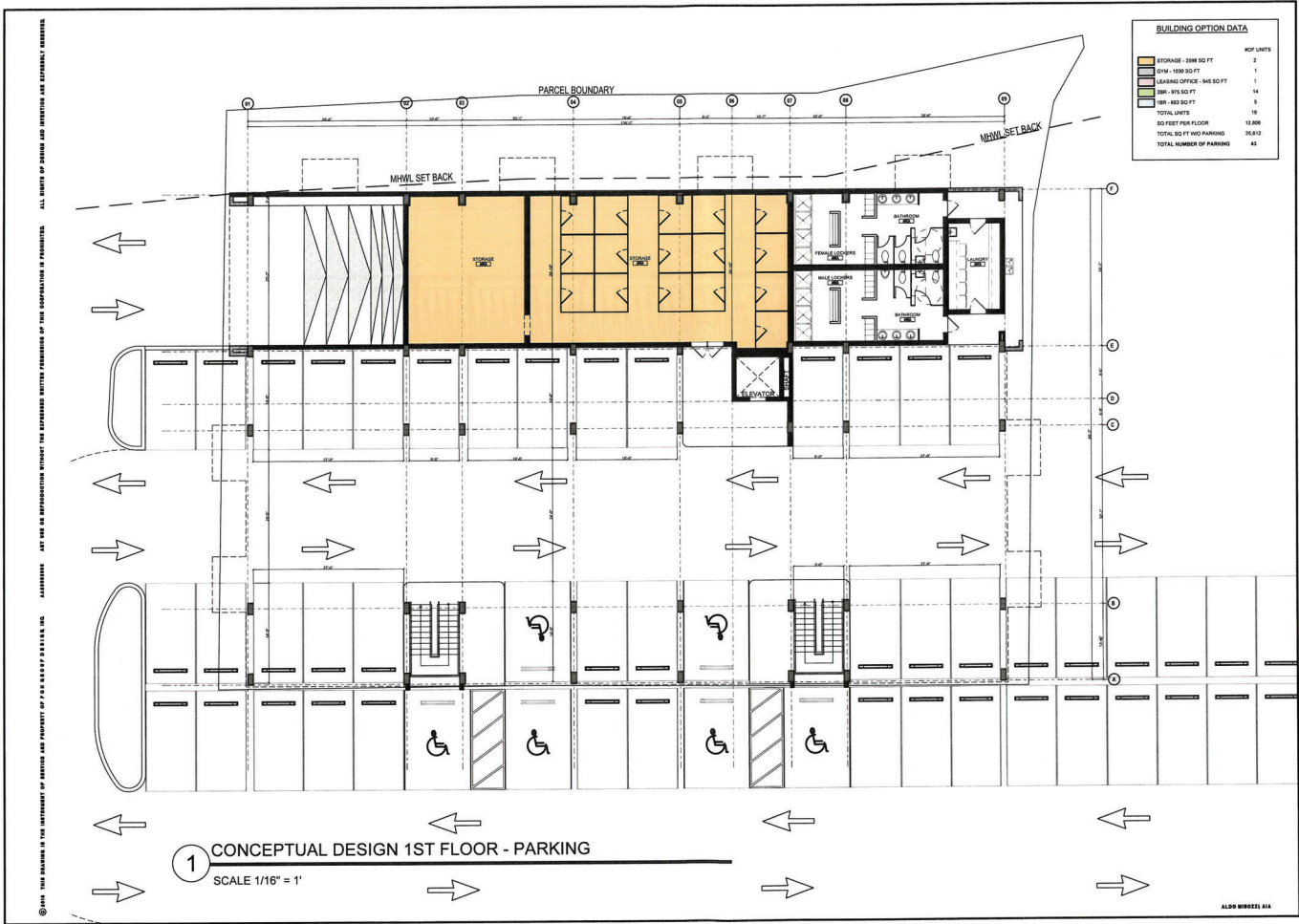
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BOUNDARY SURVEY



SITE PLANS



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ARCHITECTURE - INTERIORS
DESIGN-BUILD SERVICES
JACKSONVILLE, FL 32216 (904) 234-0801

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3 CONCEPTUAL DESIGN 3RD FLOOR - MIXED USE - OPTION 01
SCALE 1/16" = 1'

ALSO SEE SHEET A1A

POH
GROUP

ARCHITECTURE - INTERIORS
DESIGN-BUILD SERVICES
JACKSONVILLE, FL 32216 (904) 234-0801

DATE: 08/08/08
BY: J. H. HARRIS
CHECKED: J. H. HARRIS
APPROVED: J. H. HARRIS

SUNSET MARINA
SUNSET MARINA APARTMENTS
800 WEST PALM BLVD.

CONCEPTUAL DESIGN

DATE: 08/08/08

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BUILDING OPTION DATA	
	SQ FT
STORAGE - 2000 SQ FT	2
OFFICE - 1000 SQ FT	1
LEASING OFFICE - 500 SQ FT	1
LOUNGE - 800 SQ FT	14
MEETING - 400 SQ FT	5
TOTAL UNITS	18
SQ FEET PER FLOOR	12,800
TOTAL SQ FT TWO PARKING	25,600
TOTAL NUMBER OF PARKING	40

4 CONCEPTUAL DESIGN 4TH FLOOR - MIXED USE - OPTION 01
SCALE 1/16" = 1'

ALDO MINOZZI AIA

POH
GROUP

ARCHITECTURE - INTERIORS
DESIGN
1001 S. SOUTHSHORE DR. SUITE 200
JACKSONVILLE, FL 32216 (904) 224-0801

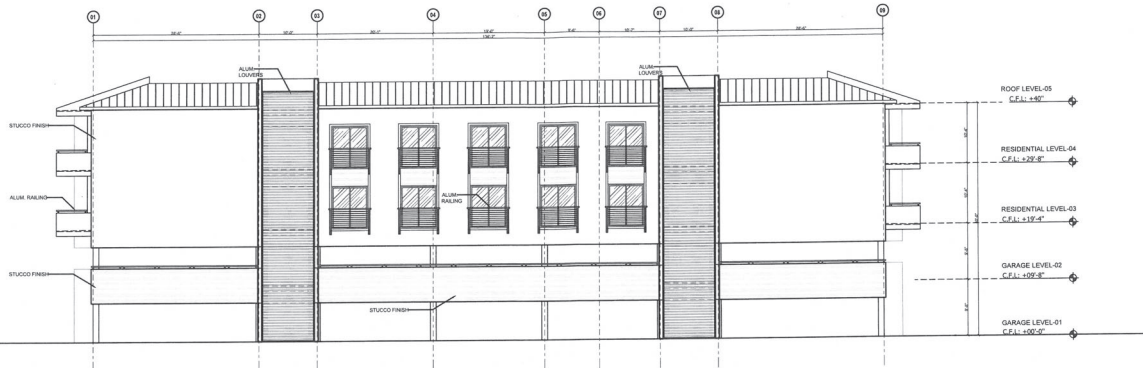
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SUNSET MARINA
SUNSET MARINA APARTMENTS
1001 S. SOUTHSHORE DR.

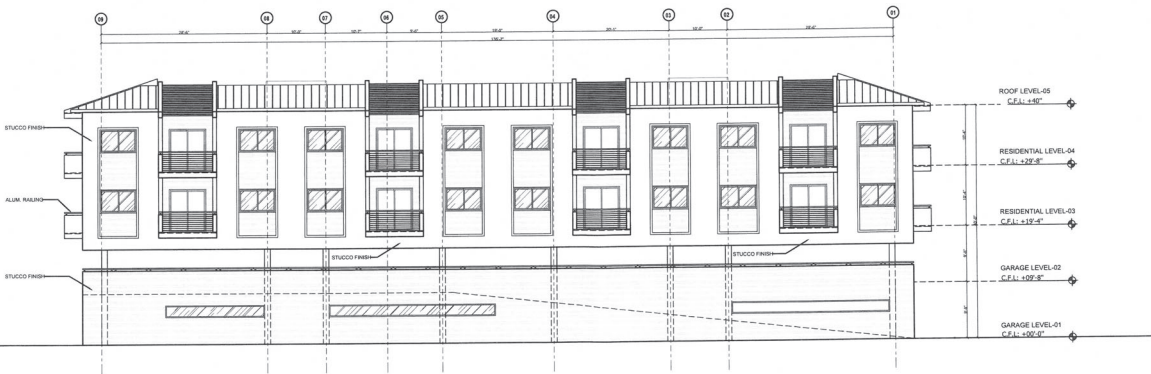
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6 ELEVATION SOUTH-WEST - OPTION 01-B
SCALE 1/16" = 1'



7 ELEVATION NORTH -EAST - OPTION 01-B
SCALE 1/16" = 1'

ALDO MINOZZI AIA

POH
GROUP

ARCHITECTURE - INTERIORS
POH GROUP LLC
4141 SOUTHPOINT DR. EAST, SUITE 200
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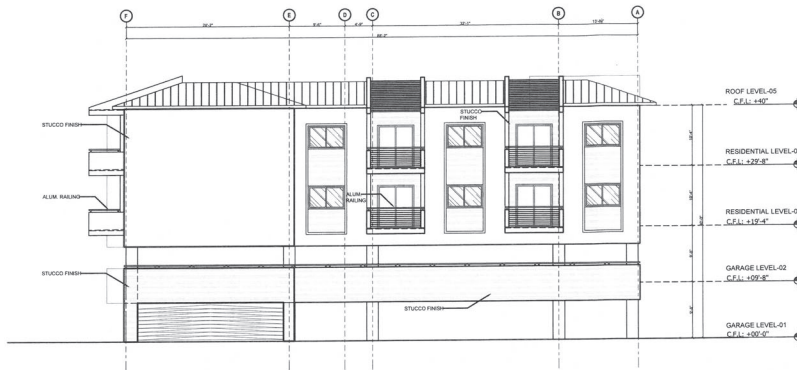
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SUNSET MARINA
SUNSET MARINA APARTMENTS
JACKSONVILLE, FLORIDA

CONCEPTUAL DESIGN

03/11/17

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8 ELEVATION NORTH-WEST - OPTION 01-B
SCALE 1/16" = 1'



9 ELEVATION SOUTH-EAST - OPTION 01-B
SCALE 1/16" = 1'

ALDO DIAMANTI AIA

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ARCHITECTURE - INTERIORS
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POH GROUP DESIGN, INC.
JACKSONVILLE, FL 32216 (904) 254-8001

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SUNSET MARINA
SUNSET MARINA APARTMENTS
100 WEST 100TH

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01/11/08

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10 EAST VIEW - OPTION 01-B
SCALE: NTS

ALDO BINGOLD AIA

POH
GROUP

ARCHITECTURE - INTERIORS
DESIGN - POH GROUP
9441 SOUTHPOINT DR. EAST, SUITE 200
JACKSONVILLE, FL 32216 (904) 224-8801

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SUNSET MARINA
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JACKSONVILLE, FL

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DATE: 01/18

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11 WEST VIEW - OPTION 01-B
SCALE: NTS

ALDO WENZEL AIA

POH
GROUP

ARCHITECTURE - INTERIORS
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JVS GROUP DESIGN INC.
JACKSONVILLE, FL 32216 (904) 254-5001

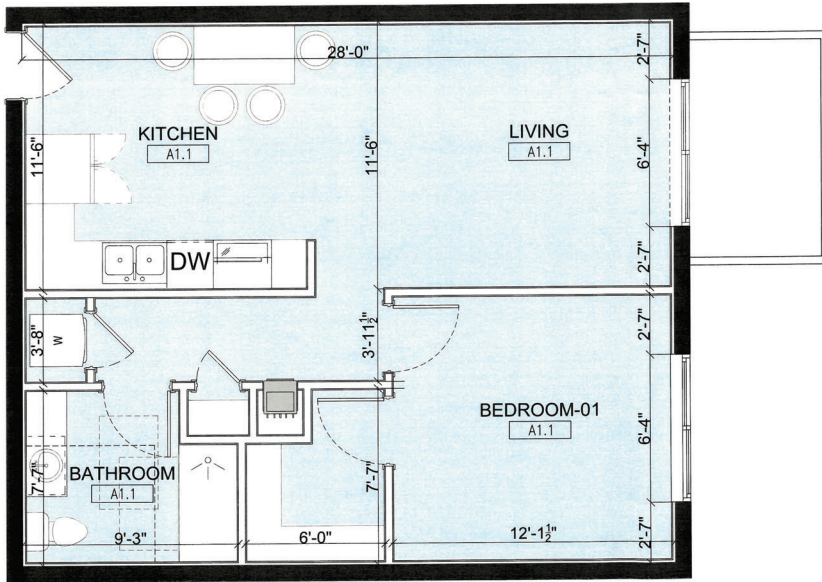
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SUNSET MARINA
SUNSET MARINA APARTMENTS
101 WEST 10TH AVENUE

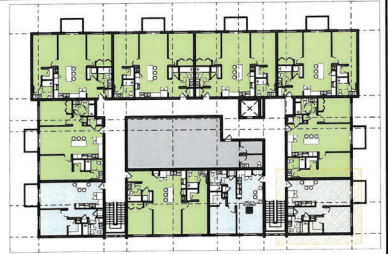
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12 UNIT A1.1
SCALE 3/16" = 1'



ALDO VIVOTI AIA

POH
GROUP

ARCHITECTURE - INTERIORS
POH GROUP
4141 SOUTHPOINT DR. EAST, SUITE 200
JACKSONVILLE, FL 32216 (904) 234-5001

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SUNSET MARINA
SUNSET MARINA APARTMENTS
JACKSONVILLE, FL

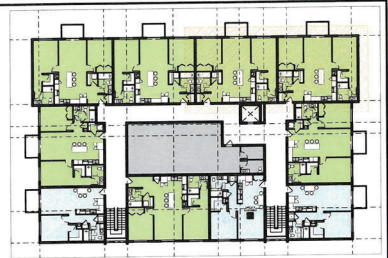
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ALDO WUNDERLICH

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DESIGN - BUILD - CONSTRUCTION
10000 W. 10TH AVENUE, SUITE 1000
DENVER, CO 80202
JACKSONVILLE, FL 32216 (904) 224-0001

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SUNSET MARINA
SUNSET MARINA APARTMENTS
100 WEST FLORIDA

CONCEPTUAL DESIGN

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SCALE 3/16" = 1'

ALDO MINGOZZI AND

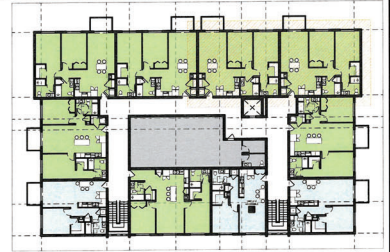
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15 UNIT B3.1
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ALDO MINOZZI AIA

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SUNSET MARINA
SUNSET MARINA APARTMENTS
1500 N. UNIVERSITY AVENUE, SUITE 100, JACKSONVILLE, FL 32216 (904) 254-5800

CONCEPTUAL DESIGN

DESIGNED BY

Exhibit B - Site Data Table



Site Data Table				
	Code Requirement	Existing	Proposed	Variance Request
Zoning	CG			
Flood Zone	AE9			
Size of Site	4.2 acres upland			
Height	40'	40'	40'	N
Front Setback	25'	25'	25'	N
Side Setback	15'	0'	0'	Y - Reso # 98-225
Side Setback	15'	15'	15'	N
Street Side Setback	20'	N/A	N/A	N
Rear Setback	25'	N/A	N/A	N
F.A.R	0.8	0.05	0.05	N
Building Coverage	Max 40%	18.73%	22.4%	N
Impervious Surface	Max 60%	53.07%	56.8%	N
Parking	215	159	206	N - reducing nonconformity
Handicap Parking	7	6	12	N
Bicycle Parking	26	140	140	N
Open Space/ Landscaping	Min 20%	47%	43%	N
Number and type of units	Max 16/acre MR	66 (23 MR & 43 Aff)	79 (33 MR & 46 Aff)	N
Consumption Area or Number of seats	N/A Max 40/acre Aff	N/A	N/A	N



PRELIMINARY DRAFT RANKING

CITY OF KEY WEST BUILDING PERMIT ALLOCATION SYSTEM (BPAS)																
YEAR 12 PRELIMINARY RANKINGS																
				</												



FINAL RANKING

[illegible]



PRELIMINARY RANKING RESPONSE

January 16, 2025

VIA ELECTRONIC MAIL

Smith Hawks, PL
138 Simonton Street
Key West, Florida 33040

Re: Preliminary Ranking for Year 12 (2024-2025) Building Permit Allocation System (BPAS) Application
5555 College Road, Key West, Florida (RE #00072083-000300)

Dear Applicant,

The following letter is in response to a request for ten (10) market rate and three (3) affordable rate residential dwelling BPAS units received by the Planning Department on November 8th, for property located at 5555 College Road, Key West, Florida, more specifically RE #00072083-000300. The application has been reviewed for compliance with the criteria established in Chapter 108, Article X of the Land Development Regulations (LDRs) of the City's Code of Ordinances and reviewed for completeness with the application submittal requirements. The following are the Planning Department staff comments related to the review of the application.

Completeness / BPAS Prerequisites

- Please provide how project complies with rainwater catchment requirements.

BPAS Scoring Criteria

- The applicant claimed 45 points in Exhibit C “*Applicant's Estimated Score Sheet*” and Exhibit D “*BPAS Certification Form*”.
- **Applicant Action:** Optional submittal of updated Exhibits C and D to certify additional points.

Additional Documentation & Comments

- Final BPAS applications are pending final density/zoning review for compliance with the City of Key West Land Development Regulations.

General Information

Draft Rankings: A preliminary draft copy of the Year 12 BPAS application rankings are attached, to provide a snapshot of your project ranking relative to other proposals. All BPAS applications are scored and ranked with the highest scoring projects awarded first. Market-rate unit requests compete separately from affordable-rate unit requests. You may make changes to your project that improve the Estimated BPAS Score Sheet at this time. After the deadline below, changes to the Estimated BPAS Score Sheet will no longer be allowed.

Deadline: All applicants shall be provided one (1) month to submit revisions to their applications. The deadline date is February 17th, 2025. Please submit one (1) paper copy or an electronic copy of your response and the requested revisions to the Planning Department no later than 5:00 p.m. on Tuesday, February 17th, 2025. Final allocations will be announced and awarded at the May 15th Planning Board meeting consistent with Sec. 108-997 of City code.

Assistance: Please contact us with any questions or clarifications. Planning staff are available to meet with you to discuss your application in greater detail. More information is available at www.cityofkeywest-fl.gov/bpas.

Note: Pursuant to Section 108-995 "*After year ten (10), 75 percent of units shall be deemed restricted affordable,*" At this time given the City has received only three (3) affordable unit applications, staff may only be able to allocate one (1) market rate unit during the Year 12 BPAS cycle to maintain a ratio of 75% affordable to 25% market rate units.

Sincerely,



Ben Gagnon
Planning Department
City of Key West
1300 White Street
Key West, FL 33040



APPLICANT RESPONSE

SMITH/HAWKS

ATTORNEYS AT LAW



Barton W. Smith, Esq
Anthony J. Davila, Esq
Telephone: (305) 296-7227
Email: Bart@SmithHawks.com
AJ@SmithHawks.com

VIA HAND DELIVERY

November 8, 2024

Katie Halloran, Planning Director
City of Key West Planning Department
1300 White Street
Key West, FL 33040

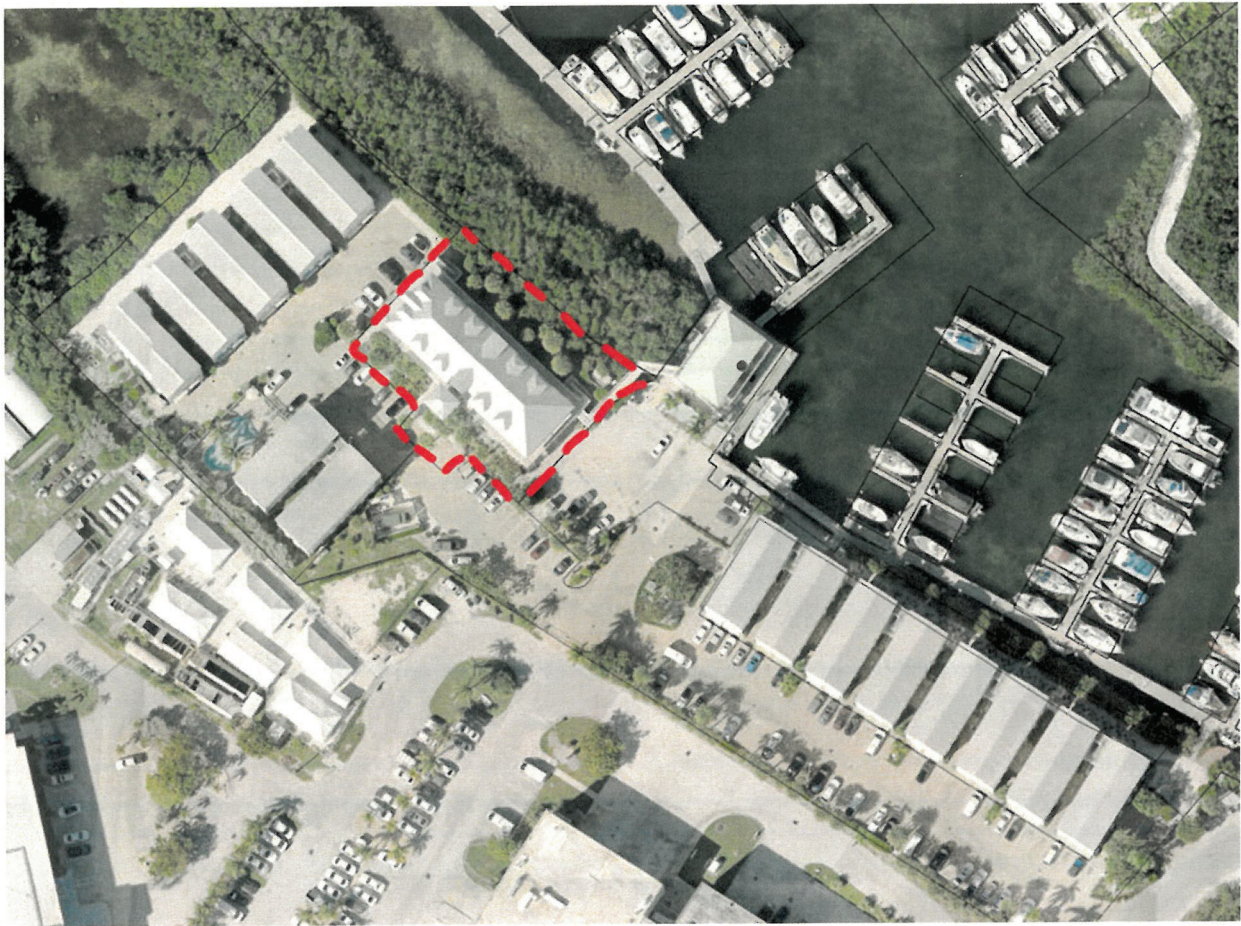
Re: **Building Permit Allocation System Application for 10 Market Rate Unit Allocations and 3 Affordable Unit Allocations for 5555 College Road, Key West, Florida 33040 (the "Property")**

Dear Katie,

Please allow this letter and enclosed materials to serve as Stockrock KW LLC's (the "Applicant") application for ten (10) market rate unit allocations and three (3) affordable unit allocations in the Year 12 cycle of the City of Key West Building Permit Application System ("Application") along with payment of the application fees.

Existing Development:

The Property is currently developed with 23 market rate units and 43 deed-restricted affordable units called the Sunset Marina Apartment Homes. Copies of the existing recorded Declaration of Affordable Housing Restrictions have been provided with this Application. In addition to the residential development, the Property includes a commercial marina with wet slips, fuel sales and a convenience store. The development site for the additional units has Monroe County Parcel ID number 00072083-000300. An existing 3-story building on the development site is proposed to be removed. The existing building has marina support facilities and six (6) affordable residential units.



Description of Proposed Development and Solution Statement:

The proposed building will have nineteen (19) residential units, which is an increase of 13 residential units. The building's ground floor will include public showers, toilets and laundry, and parking to support the marina. The top two stories will house the 19 residential units as well as a gym, a leasing office and storage areas for the apartments, as shown in the site plans provided. There will be an additional 43 parking spaces added to the Property.

A residential community of 66 units already exists at the Property with no significant operational issues. Tenants renew their lease and retain their home at a high rate. The redevelopment of the building to add an additional 13 units (for a total of 79 units) will not interrupt the quality of living or overburden the Property. The additional units will come with a significant increase in parking and with additional amenities available to tenants including a gym and storage areas.

Conclusion:

Thank you for your consideration. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "A.J. Davila".

Anthony J. Davila

Enclosures:

- Application Fee
- Form Building Permit Allocation System Application
- Exhibit A – Verification and Authorization Forms
- Exhibit B – Site Plan and Site Data Table
- Exhibit C – BPAS Estimated Score Sheet
- Exhibit D – BPAS Certification Form
- Exhibit E – FGBC Checklist Summary
- Exhibit F – Survey
- Exhibit G – Existing Declarations of Affordable Housing Restrictions

SMITH / HAWKS

ATTORNEYS AT LAW

Barton W. Smith, Esq
Anthony J. Davila, Esq
Telephone: (305) 296-7227
Email: Bart@SmithHawks.com
AJ@SmithHawks.com

VIA HAND DELIVERY

February 14, 2025

Ben Gagnon,
City of Key West Planning Department
1300 White Street
Key West, FL 33040

Re: **Building Permit Allocation System Application for 3 Market Rate Unit Allocations and 10 Affordable Unit Allocations for 5555 College Road, Key West, Florida 33040 (the "Property")**

Dear Ben,

Please allow this letter and enclosed materials to serve as Stockrock KW LLC's (the "Applicant") revision to the Year 12 application cycle of the City of Key West Building Permit Application System ("Application") originally submitted on November 7, 2024. Thank you for the letter dated January 16, 2025.

Applicant hereby amends the Application to be for ten (10) affordable unit allocations and three (3) market rate unit allocations. Attached hereto are 1) amended form application for affordable units, 2) amended form application for market rate units, 3) amended Exhibit C – Applicant Amended Score Sheet, and 4) amended Exhibit D – Certification Form. Please allow these materials to amend and supplement the Application. You may apply the excess application fees under the original market rate application to the affordable application fees. All other Application materials remain the same.

Pursuant to Section 108-997(b)(1)(d)(i), Applicant requests to be exempt from rainwater catchment requirements as Applicant is voluntarily providing affordable housing at median-income classification that exceeds 122-1467 requirements by 20%.

Sincerely,



Anthony J. Davila



**BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATION
(YEAR 12: JULY 1, 2024 – JUNE 30, 2025) – AFFORDABLE RATE
CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT**

Address: 1300 White Street • Key West, Florida 33040

Phone: 305-809-3764

Website: <https://www.cityofkeywest-fl.gov/336/Building-Permit-Allocation-System-BPAS>

Application Fee Schedule

<input checked="" type="checkbox"/> Small project – (1-4 units)	\$ 578.81
<input checked="" type="checkbox"/> Mid-size project – (5-10 units)	\$ 868.22
Large projects – (greater than or equal to 11 Units)	\$ 1,157.63

A. APPLICANT / AGENT (if applicable): The property owner must submit a **notarized** authorization form authorizing the applicant/agent to act on their behalf (Exhibit A).

Name: Smith Hawks, PL

Mailing Address: 138 Simonton St.

City: Key West State: FL Zip: 33040

Home/Mobile Phone: 305-296-7227

Email: aj@smithhawks.com / bart@smithhawks.com

PROPERTY OWNER:

Name: Stockrock KW LLC

Mailing Address: 5555 College Road

City: Key West State: FL Zip: 33040

Home/Mobile Phone: 305-296-7227

Email: leslie@pelagicpropertymanagement.com

PROPERTY DESCRIPTION AND ZONING INFORMATION:

Site Address: 5555 College Road

Parcel ID RE#: 00072083-000300 Alternate Key: 9104100

Zoning District: General Commercial Parcel Size: 4.2 acres upland

Permitted Density: 16/acre market rate; 40/acre affordable Commercial Floor Area: _____

B. EXISTING DEVELOPMENT:

Please provide a brief description of how the property is currently used:

See cover letter

EXISTING AND PROPOSED DWELLING UNIT INFORMATION

Dwelling Unit Description	NUMBER OF DWELLING UNITS:		
	EXISTING	LICENSED RECOGNIZED	PROPOSED
Market-Rate Residential Dwelling Unit(s)*	23	23	33 26
Affordable Residential Dwelling Unit(s)	43	43	46 53
Transient Unit(s)	0	0	N/A
Accessory Dwelling Unit(s)			
Single Room Occupancy Unit(s)			
Nursing Home Unit(s)			
Total Number of Units Requested			

**Pursuant to Ordinance 23-03 and 23-04, 75% of units allocated following Year 10 shall be deed-restricted affordable, including any units recovered by the City due to failure to obtain building permits within two years of a BPAS award or otherwise voluntarily released to the City. Deed-restricted affordable allocations shall not have a maximum annual allocation limit.*

- Standalone Affordable Housing projects are subject to Section 122-1467(c), (d), (e), and (f) of the Workforce Housing Ordinance. Applicant Eligibility Requirements are subject to Section 122-1469 (1) through (15) of the Workforce Housing Ordinance. Affordable housing projects enabled by federal tax credit housing are not subject to 122-1467(c).
- Accessory dwelling units in the SF zoning district are subject to Sections 122-231 through 122-238 of the Land Development Regulations.

C. PROPOSED DEVELOPMENT:

Please indicate the scope of the proposed development as it relates to the BPAS (Section 108-997 (B)):

☒ **Major construction/renovation** – meaning new development, additions to existing structures, or redevelopment constituting more than 50% of the value of the existing building.

☐ **Minor renovation**- meaning redevelopment constituting less than 50% of the value of the existing building.



BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATION (YEAR 12: JULY 1, 2024 – JUNE 30, 2025) – MARKET RATE CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT

Address: 1300 White Street • Key West, Florida 33040

Phone: 305-809-3764

Website: <https://www.cityofkeywest-fl.gov/336/Building-Permit-Allocation-System-BPAS>

Application Fee Schedule

X	Small project – (1-4 units)	\$ 1,273.39
x	Mid-size project – (5-10 units)	\$ 2,546.78
	Large projects – (greater than or equal to 11 Units)	\$ 3,820.16

A. APPLICANT / AGENT (if applicable): The property owner must submit a **notarized** authorization form authorizing the applicant/agent to act on their behalf (Exhibit A).

Name: Smith Hawks, PL

Mailing Address: 138 Simonton St.

City: Key West State: FL Zip: 33040

Home/Mobile Phone: 305-296-7227

Email: aj@smithhawks.com / bart@smithhawks.com

PROPERTY OWNER:

Name: Stockrock KW LLC

Mailing Address: 5555 College Road

City: Key West State: FL Zip: 33040

Home/Mobile Phone: 305-296-7227

Email: leslie@pelagicpropertymanagement.com

PROPERTY DESCRIPTION AND ZONING INFORMATION:

Site Address: 5555 College Rd

Parcel ID RE#: 00072083-000300 Alternate Key: 9104100

Zoning District: General Commercial Parcel Size: 4.2 acres upland

Permitted Density: 16/acre market rate; 40/acre affordable Commercial Floor Area: _____

B. EXISTING DEVELOPMENT:

Please provide a brief description of how the property is currently used:

See cover letter

EXISTING AND PROPOSED DWELLING UNIT INFORMATION			
Dwelling Unit Description	NUMBER OF DWELLING UNITS:		
	EXISTING	LICENSED RECOGNIZED	PROPOSED
Market-Rate Residential Dwelling Unit(s)*	23	23	33 26
Affordable Residential Dwelling Unit(s)	43	43	46 53
Transient Unit(s)	0	0	N/A
Accessory Dwelling Unit(s)			
Single Room Occupancy Unit(s)			
Nursing Home Unit(s)			
Total Number of Units Requested			

**Pursuant to Ordinance 23-03 and 23-04, 75% of units allocated following Year 10 shall be deed-restricted affordable, including any units recovered by the City due to failure to obtain building permits within two years of a BPAS award or otherwise voluntarily released to the City. Deed-restricted affordable allocations shall not have a maximum annual allocation limit.*

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C. PROPOSED DEVELOPMENT:

Please indicate the scope of the proposed development as it relates to the BPAS (Section 108-997 (B)).

☒ **Major construction/renovation** – meaning new development, additions to existing structures, or redevelopment constituting more than 50% of the value of the existing building.

☐ **Minor renovation-** meaning redevelopment constituting less than 50% of the value of the existing building.



BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATION EXHIBIT C – APPLICANT’S ESTIMATED SCORE SHEET

CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT

Address: 1300 White Street • Key West, Florida 33040

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The purpose of the Estimated Score Sheet is to provide the applicant with the understanding that if a BPAS Allocation(s) is awarded the total amount of points represented on the Estimated Score Sheet and finalized through the official staff ranking process is required to be permanently maintained throughout the lifecycle of the project. Because the total amount of points is not linked to one specific criterion, the applicant has flexibility in the construction phase if certain point system criteria, for which the application is ranked, need to be substituted.

If the Prerequisites and/or the total points are not achieved, a Certificate of Occupancy will not be issued for the project.

Applicant: Stockrock KW LLC Site Address: 5555 College Road, Key West, FL 33040

Number and type of Units Requested: Market Rate ~~10~~ 3 Affordable ~~X~~ 10

Prerequisite Development Type: Major Construction/ Renovation X
Minor Renovation

Please acknowledge that the Prerequisites required for the proposed project shall be met in accordance with the solution statement provided: *a.j.*

Initial here

The following criteria and point system shall be utilized in the ranking of applications for development of non-transient units as follows:

a.	Building more than 1.5' higher than the base flood elevation (+5)	Points	<u>+5</u>
b.	Exceeding the minimum required percentage of affordable housing (+30)	Points	<u>+30</u>
c.	Voluntarily providing affordable housing which exceeds the requirements of section 122-1467 at median income classification (+40)	Points	<u>+40</u>
d.	Voluntarily providing affordable housing which exceeds the requirements of section 122-1467 at low-income classification (+60)	Points	<u> </u>
e.	Achieving Green Building Certification Upgrade 1 (+20)	Points	<u> </u>
f.	Achieving Green Building Certification Upgrade 2 (+27)	Points	<u> </u>
g.	Achieving Green Building Certification Upgrade 3 (+40)	Points	<u> </u>
h.	Voluntary contribution to the arts in public places fund or tree fund in the amount of \$2,500 or more (+5)	Points	<u>+5</u>
i.	Providing electrical high-voltage sized conduit for future electric car charging station near parking area (+5)	Points	<u> </u>
j.	Using light-colored, high-reflectivity materials for all non-roof areas with a Solar Reflectance Index (SRI) of at least 29 (+5)	Points	<u> </u>
k.	Providing on-site recreational amenities or exceeding the open space requirements of section 108-346 (b) of article V of Chapter 108 (+10)	Points	<u>+10</u>

TOTAL ESTIMATED POINTS ~~45~~ 88 90



BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATION EXHIBIT D – BPAS CERTIFICATION FORM

CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT

Address: 1300 White Street • Key West, Florida 33040

Phone: 305-809-3764

Website: www.cityofkeywest-fl.gov

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete, and accurate. I certify that all information required has been provided.

I certify that my total estimated points are 90. I certify that if I am awarded one or more Building Permit Allocations and am unable to achieve all prerequisites and/or achieve the total amount of points represented on the Score Sheet, a Certificate of Occupancy will not be issued for the project.

I certify that if I am awarded one or more Building Permit Allocations, the Score Sheet and Prerequisite Solution Statement prepared as part of this application will be provided to my contractor and that my contractor will be made aware that if the completed project does not achieve all prerequisites and achieve the total amount of points represented on the Score Sheet, a Certificate of Occupancy will not be issued for the project.

Signature of applicant

2/12/2025

Date

Barton W. Smith

Print name of Applicant

Subscribed and sworn to (or affirmed) before me on this 12th day of February, 2025,
by Barton W. Smith (name of person signing the application)
as Manager (type of authority...e.g. officer, manager/member, trustee,
attorney)
for Sunset Marina, LLC (name of entity or party on behalf of whom application was
executed).

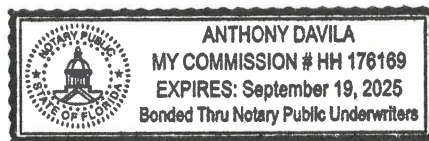
He/She is personally known to me or has presented _____ as identification.

Notary's Signature and Seal

SEAL

Anthony J. Davila

Name of Acknowledger typed, printed or stamped



Commission Number, if any